



Telespazio France
26 avenue JF Champollion BPS2309
31023 Toulouse
France

Email



Lisbon, 06 JUN 2018

Subject: Call for tender EMSA/OP/2/2018

Dear Mr 

Your bid for the call for tender EMSA/OP/2/2018 is currently being evaluated by the Evaluation Committee nominated for that call.

During the evaluation process, it was noted that some elements require further clarification from the bidder as described in Annex I.

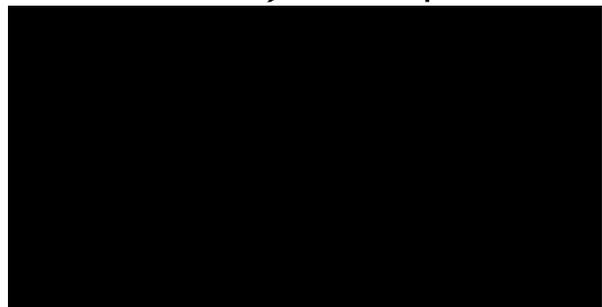
In order to allow this Committee to give a complete opinion with regards to the exclusion, selection and award criteria announced in the tender specifications, we would like to receive within five days of the receipt of this email the requested clarifications as described in Annex I.

Your answer shall be sent by email to the following dedicated email address:

Evaluation Committee
Call EMSA/OP/2/2018 – OPEN022018@emsa.europa.eu
European Maritime Safety Agency

Please note that the clarification requested shall not lead to substantial changes to the terms of the submitted tender.

Yours sincerely, 



Annex I – Clarification request

Ref: Your bid dated 21 May 2018 for Lots 1, 2, and 3 in response to the above call

1- In the price grids for lots 1 and 2, under module 2 Capacity provision, the figures of 200 and 350 were displaced from the cell V-estimated volume of GB consumption per month- to the cell Ceilings. Please confirm that these moves are clerical errors.

European Maritime Safety Agency
Evaluation Committee
Call-EMSA/OP12/2018
OPEN022018~emsa.europa.eu

Paris, June 7th, 2018.

Object: Telespazio's service offer TPZP/DO-T2018-PP-107-1a.

N/Ref.:

- 1- ITT EMSA/OP/2/2018 concerning contract for provision of SATCOM services for RPAS.
- 2- Evaluation Committee Call EMSA/OP12/2018 - letter of June 6th 2018.

Dear Sir/Madam,

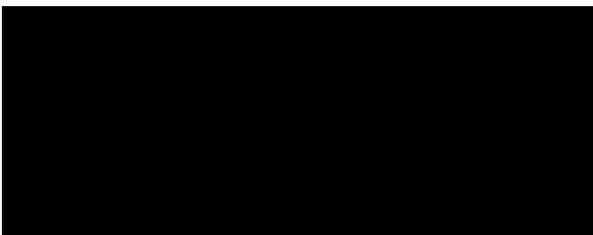
In response to your request for clarification, I have the pleasure to respectfully provide you with Telespazio's answer to following question:

"1- In the price grids for lots 1 and 2, under module 2 Capacity provision, the figures of 200 and 350 were displaced from the cell V-estimated volume of GB consumption per month- to the cell Ceilings. Please confirm that these moves are clerical errors."

For both lot 1 and lot 2, Telespazio can confirm that in the price grids, under module 2 Capacity provision, the figures of 200 and 350 were displaced from the cell V-estimated volume of GB consumption per month- to the cell Ceilings due to clerical errors.

Please be assured of Telespazio strong commitment to the success of this project. Telespazio team looks forward working with EMSA on this project and contributing directly to RPAS operations and to improve cooperation with, and between, Member States in all key areas.

Yours sincerely,





Telespazio France
26 avenue JF Champollion BPS2309
31023 Toulouse
France

Email



Lisbon, **22 JUN 2018**

Subject: Call for tender EMSA/OP/2/2018

Dear Mr 

Your bid for the call for tender EMSA/OP/2/2018 is currently being evaluated by the Evaluation Committee nominated for that call.

During the evaluation process, it was noted that some elements require further clarifications from the bidder as described in Annex I, in addition to those requested by letter of 6 June 2018.

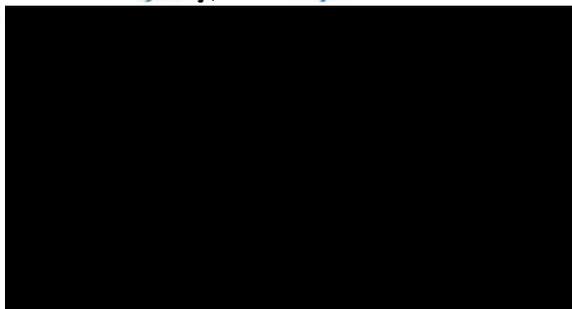
In order to allow this Committee to give a complete opinion with regards to the exclusion, selection and award criteria announced in the tender specifications, we would like to receive within five days of the receipt of this email the requested clarifications as described in Annex I.

Your answer shall be sent by email to the following dedicated email address:

Evaluation Committee
Call EMSA/OP/2/2018 – OPEN022018@emsa.europa.eu
European Maritime Safety Agency

Please note that the clarification requested shall not lead to substantial changes to the terms of the submitted tender.

Yours sincerely,



Annex I – Clarification request

Ref: Your bid dated 21 May 2018 for Lots 1, 2, and 3 in response to the above call

1- With regards to the technical and professional capacity selection criteria (point 15.5.1 of the tender specifications) please submit, for the three Lots the missing Curriculum vitea in European format for each key staff member, of the subcontractors, as evidence for the evaluation of your fulfilment of the requirements regarding the Project manager and the operational, logistica, maintenance and other support staff.

2-Lot_1: on page 32 of your technical offer Telespazio-EMSAOP22018-Technical proposal-Lot 1 you indicate

Please note that as indicated in the Annex 5 Financial Tender Template the price scenarios are calculated for the purpose of the evaluation of the bids only and do not represent any commitment regarding the minimum volume of services to be contracted.

As indicated under section 7 of the Invitation to tender, submission of a tender implies acceptance of all the terms and conditions set out in the procurement documents and, where appropriate, the waiver of the tenderer's own general or specific terms and conditions.

Please confirm whether or not you agree to accept all the terms and conditions set out in the Invitation to tender.

3- Lot_2: on page 32 of your technical offer Telespazio-EMSAOP22018-Technical proposal-Lot 2 you indicate

The same applies for the minimum number of SCs to be activated per year, EMSA does not commit on a minimum number of activations.

As indicated under section 7 of the Invitation to tender, submission of a tender implies acceptance of all the terms and conditions set out in the procurement documents and, where appropriate, the waiver of the tenderer's own general or specific terms and conditions.

Please confirm whether or not you agree to accept all the terms and conditions set out in the Invitation to tender.

4- Lot_1: the proposed list of satellites selected to provide the service over the service agreement areas (table 7 of page 25 of Telespazio-EMSAOP22018 -Technical proposal-Lot 1) is the following: [REDACTED]

[REDACTED] This list does not include all the satellites presented in the Telespazio services portfolio (Telespazio-Annex A-B-C-D-Technical proposal). Please indicate which are the satellites that you intend to use for the capacity provision of Lot_1.

5- Lot_2: the proposed list of satellites to provide the service over the service agreement areas (table 7 of page 25 of Telespazio-EMSAOP22018-Technical proposal-Lot 2) is the following: [REDACTED]

[REDACTED] This list does not include all the satellites presented in the Telespazio services portfolio (Telespazio-Annex A-B-C-D-Technical proposal). Please indicate which are the satellites that you intend to use for the capacity provision of Lot_2.

6- The Financial statements or extracts for the last three financial years as well as statement of the overall turnover and, where appropriate, turnover relating to the relevant services for the last three financial years for the three sub-contractors are missing.

Please submit those documents. In case the Financial statements and the statement of the overall turnover have not been closed for the fiscal year 2017, please submit draft statements duly stamped and signed by the relevant person.

We take this opportunity to recall you that in accordance with point 15.5.2 of the Tender specifications, and in case of award, you would be required to perform within 45 days an initial compliance test of the offered configuration.

European Maritime Safety Agency
Evaluation Committee
Call-EMSA/OP12/2018
OPEN022018@emsa.europa.eu

Paris, June 27th, 2018.

Object: Telespazio's service offer TPZP/DO-T2018-PP-107-1a.

N/Ref.:

- 1- ITT EMSA/OP/2/2018 concerning contract for provision of SATCOM services for RPAS.
- 2- Evaluation Committee Call EMSA/OP12/2018 – letter of June 22nd 2018.

Dear Sir/Madam,

In response to your request for clarifications, I have the pleasure to respectfully provide you with Telespazio's answers in the attached annex.

Telespazio's proposed service offer integrates the provision [REDACTED]. This service offer is based on Telespazio's SATCOM services experience, on [REDACTED] expertise and on the strong commitment of the two major European Satellite Network operators: [REDACTED].

Telespazio is confident that the proposed solution is the best fitted for EMSA with the most relevant industrial organisation that can successfully perform within 45 days the initial compliance test of the proposed configuration. Telespazio has indeed retained both [REDACTED] capacity because the two operators have already tested the [REDACTED] selected antennas. Moreover [REDACTED] will provide the direct support, the [REDACTED] expertise and the needed reactivity.

The EMSA RPAS project is completely in line with Telespazio strategy to reinforce our partnerships with key European institutions and to develop aero satellite communication services for RPAS. That is why Telespazio has already identified a strong project team to deliver this project anticipating a potential selection by EMSA. In addition, Telespazio confirms that this project team will be supported by the experts from its parent companies i.e. Leonardo and Thales which have already delivered RPAS programmes.

Please be assured of Telespazio strong commitment to the success of this projects starting with the initial compliance test. Telespazio team looks forward working with EMSA on this project and contributing directly to RPAS operations and to improve cooperation with, and between, Member States in all key areas.

Yours sincerely,

[REDACTED]

ANNEX

1- With regards to the technical and professional capacity selection criteria (point 15.5.1 of the tender specifications) please submit, for the three Lots the missing Curriculum vitea in European format for each key staff member, of the subcontractors, as evidence for the evaluation of your fulfilment of the requirements regarding the Project manager and the operational, logistica, maintenance and other support staff.

As requested, Telespazio has included the following CV in Europass format:

Telespazio's project team:

- [Redacted]

[Redacted] project team:

- [Redacted]

[Redacted] project team:

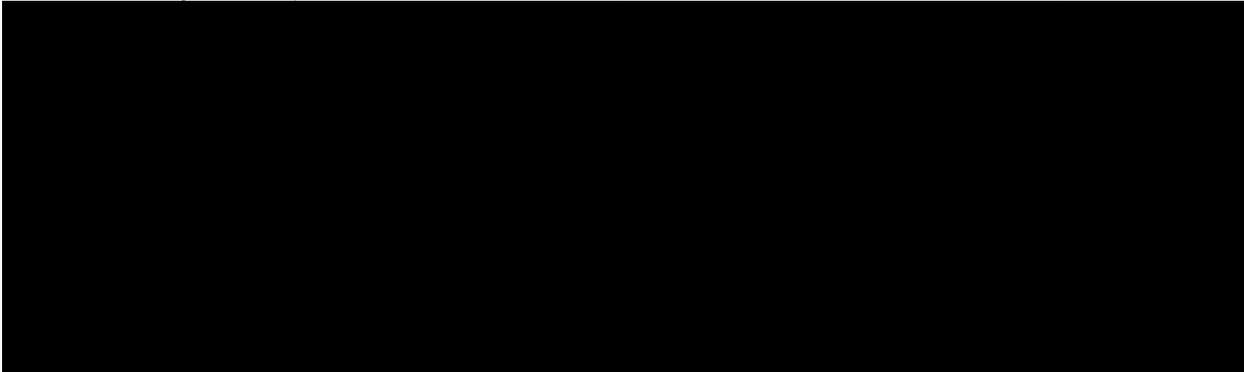
- [Redacted]

[Redacted] project team:

- [Redacted]

All the CV in Europass are provided in attachment.

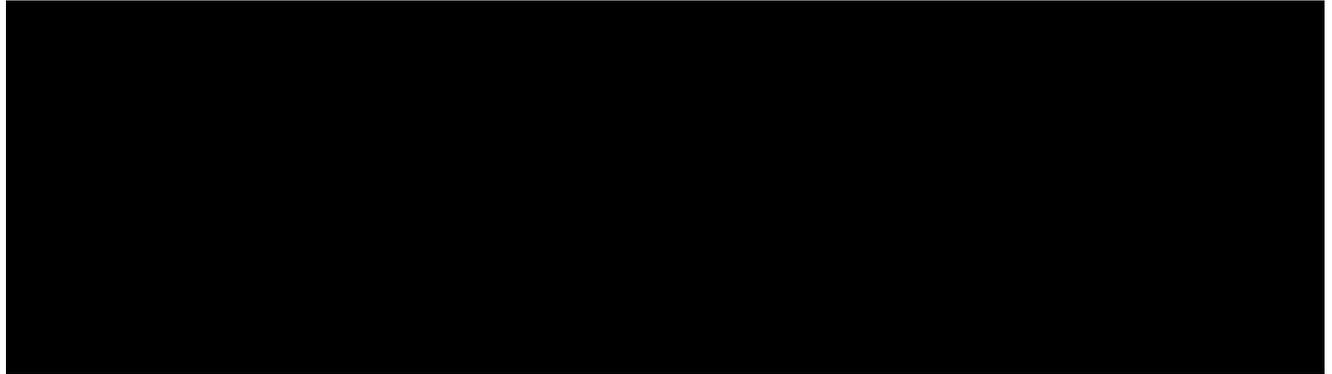
2- Lot_1: on page 32 of your technical offer Telespazio-EMSAOP22O18-Technical proposal-Lot



As indicated under section 7 of the Invitation to tender, submission of a tender implies acceptance of all the terms and conditions set out in the procurement documents and, where appropriate, the waiver of the tenderer's own general or specific terms and conditions. Please confirm whether or not you agree to accept all the terms and conditions set out in the Invitation to tender.

Telespazio confirms that all the terms and conditions set out in the Invitation to tender are accepted. Neither minimum number of missions nor minimum of data volume consumption are required any more by Telespazio for its service offer.

3- Lot_2: on page 32 of your technical offer Telespazio-EMSAOP22O18-Technical proposal-Lot

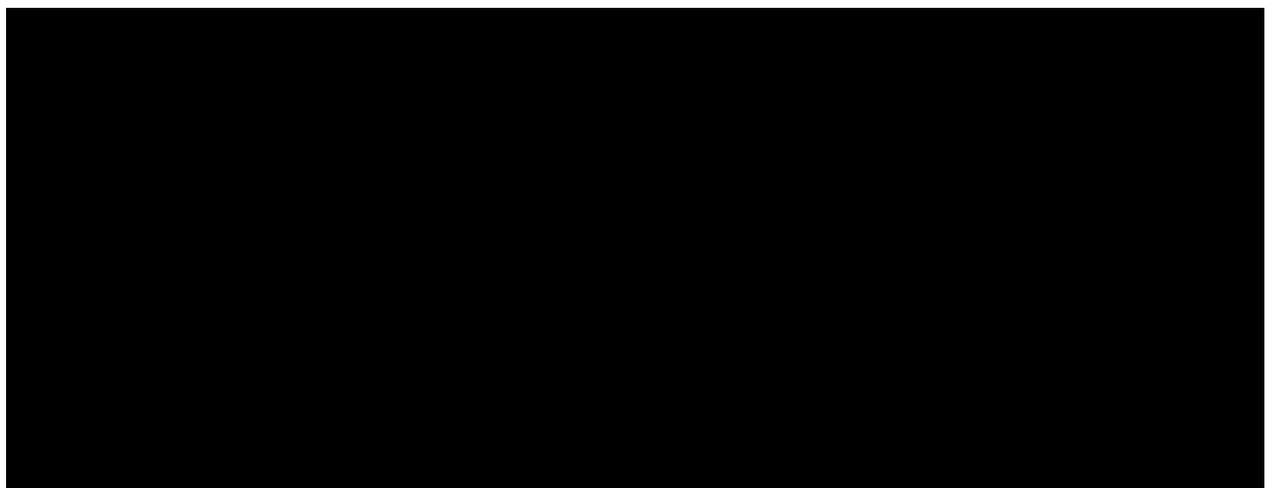


acceptance of all the terms and conditions set out in the procurement documents and, where appropriate, the waiver of the tenderer's own general or specific terms and conditions. Please confirm whether or not you agree to accept all the terms and conditions set out in the Invitation to tender.

Telespazio confirms that all the terms and conditions set out in the Invitation to tender are accepted. Neither minimum number of missions nor minimum of data volume consumption are required any more by Telespazio for its service offer.

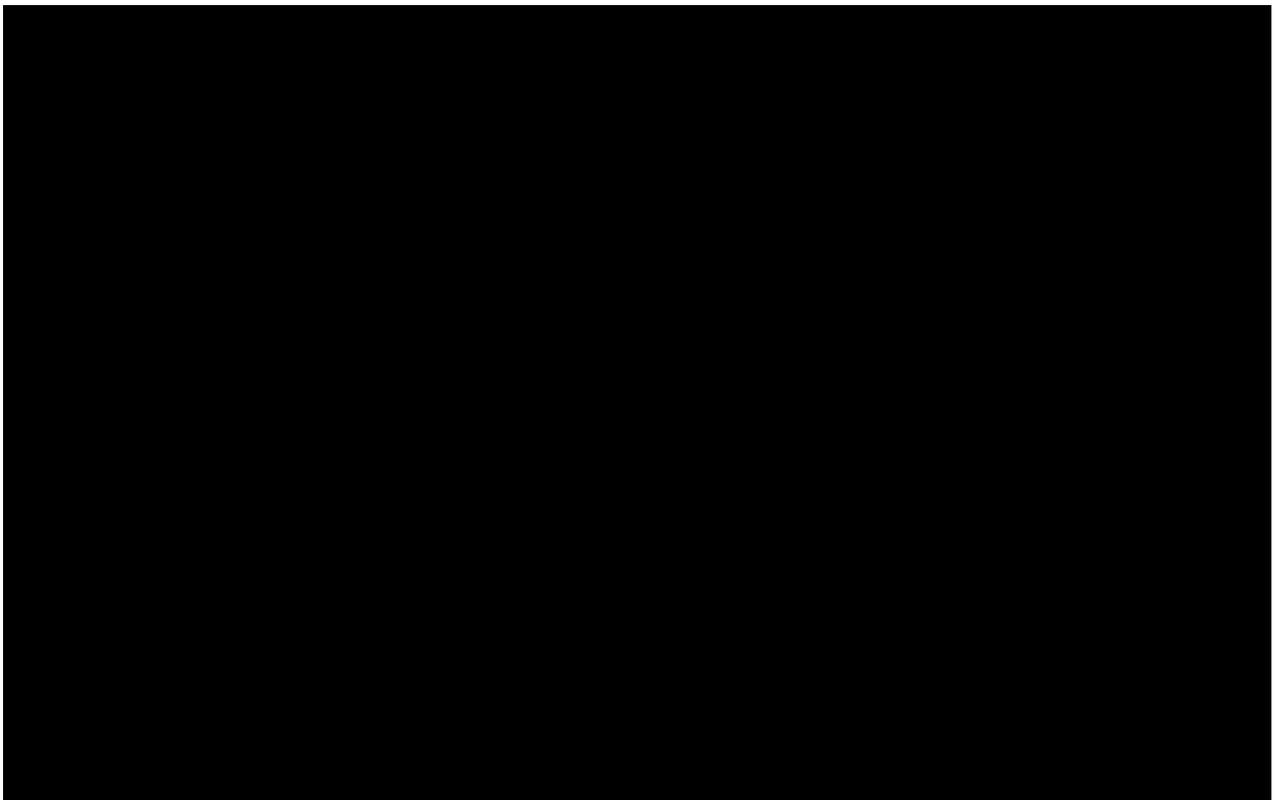
4- Lot_1: the proposed list of satellites selected to provide the service over the service agreement areas (table 7 of page 25 of Telespazio-EMSAOP22O18 -Technical proposal-Lot 1) is the following: [REDACTED] This list does not include all the satellites presented in the Telespazio services portfolio (Telespazio-Annex A-B-C-D-Technical proposal). Please indicate which are the satellites that you intend to use for the capacity provision of Lot_1.

Together with [REDACTED], Telespazio has defined a set of satellites that can be





- 5- Lot_2: the proposed list of satellites to provide the service over the service agreement areas (table 7 of page 25 of Telespazio-EMSAQP22O18-Technical proposal-Lot 2) is the following:
 This list does not include all the satellites presented in the Telespazio services portfolio (Telespazio Annex A-B-C-D-Technical proposal). Please indicate which are the satellites that you intend to use for the capacity provision of Lot_2.



- 6- The Financial statements or extracts for the last three financial years as well as statement of the overall turnover and, where appropriate, turnover relating to the relevant services for the last three financial years for the three sub-contractors are missing.
Please submit those documents. In case the financial statements and the statement of the overall turnover have not been closed for the fiscal year 2017, please submit draft statements duly stamped and signed by the relevant person.

Please find below the requested extracts of Telespazio's subcontractors:

█ extracts for the last three financial years:

	Fiscal year 2014	Fiscal year 2015	Fiscal year 2016	Fiscal year 2017*
█ turnover (VAT excluded)	█			
█ turnover part related to aero satcom (VAT excluded)				

*In case turnovers are not yet finalized for the fiscal years 2016 and 2017, the tenderer may submit draft statements duly stamped and signed by the authoring person.

█ extracts for the last three financial years:

	Fiscal year 2014	Fiscal year 2015	Fiscal year 2016	Fiscal year 2017*
█ turnover (legal entity providing similar services) (VAT excluded)	█			
█ part related to mobility market vertical including the aero satcom (VAT excluded) as reported on SES Group level				

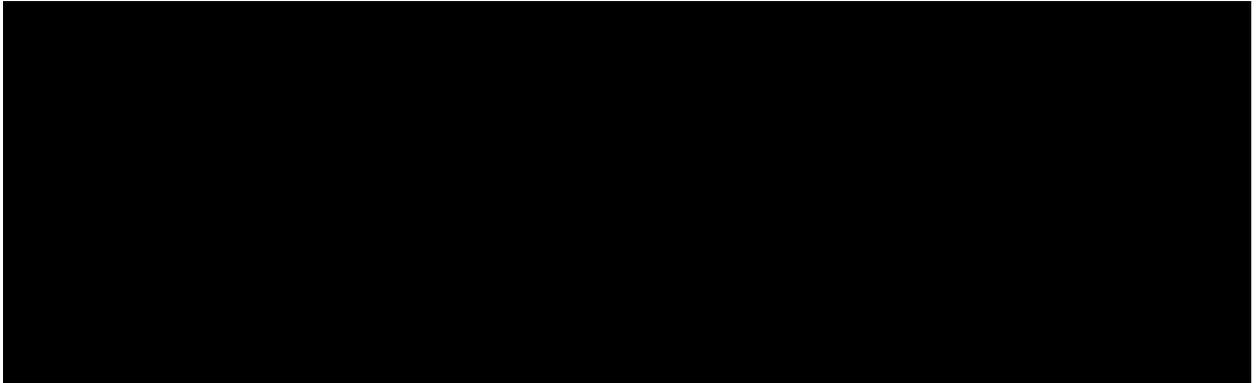
*In case turnovers are not yet finalized for the fiscal years 2016 and 2017, the tenderer may submit draft statements duly stamped and signed by the authoring person.

█ extracts for the last three financial years:

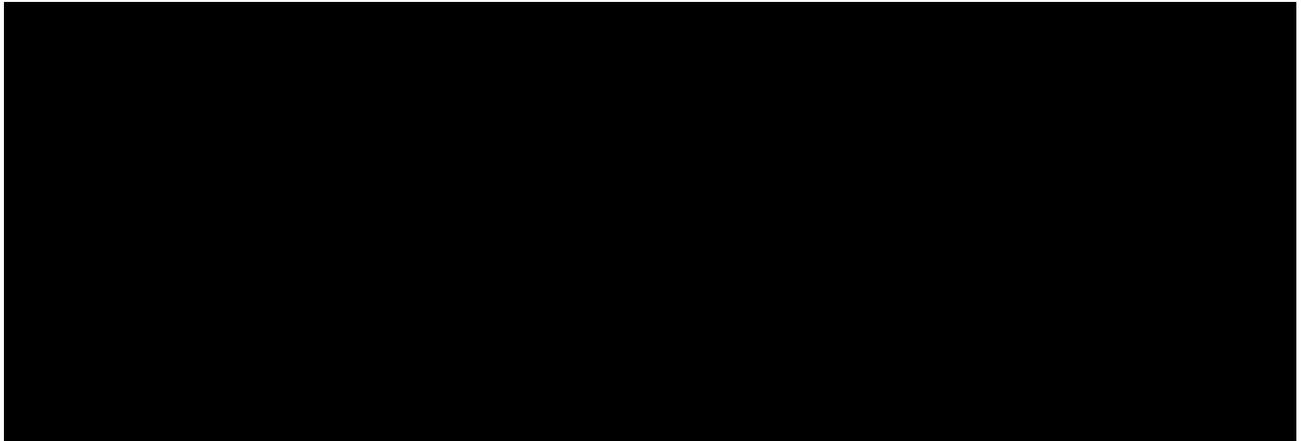
	Fiscal year 2014	Fiscal year 2015	Fiscal year 2016	Fiscal year 2017*
█ turnover (VAT excluded)	█			
█ turnover part related to aero satcom (VAT excluded)	N/A	█		

*In case turnovers are not yet finalized for the fiscal years 2016 and 2017, the tenderer may submit draft statements duly stamped and signed by the authoring person.

We take this opportunity to recall you that in accordance with point 15.5.2 of the Tender specifications, and in case of award, you would be required to perform within 45 days an initial compliance test of the offered configuration.



For information:

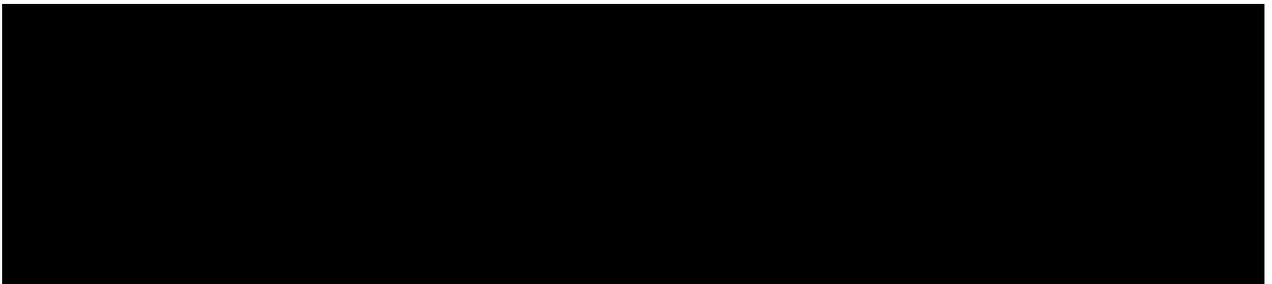


 ready tested by 

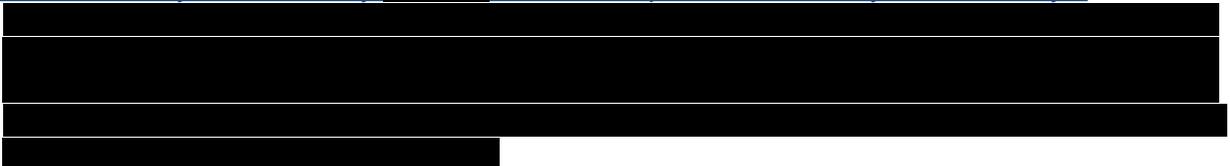
Availability:



Size/Weight/Performance:



The tests already conducted by  in advance phase to be ready within 45 days:

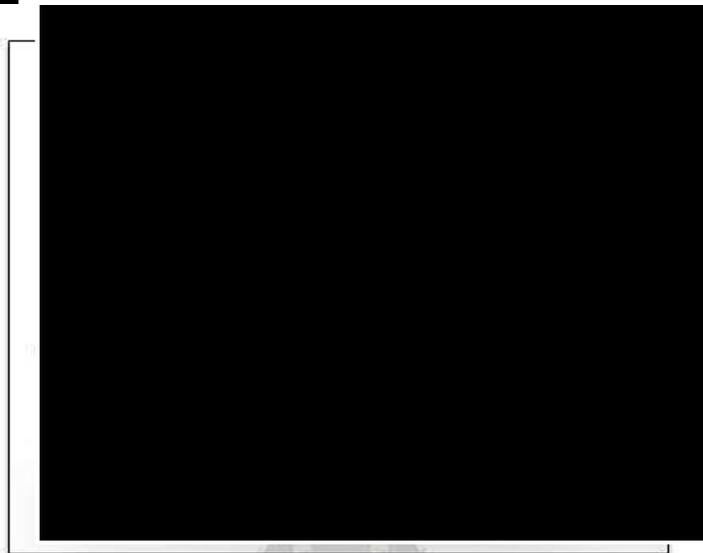


Means:

1. [REDACTED]

Observations:

5. [REDACTED]





Telespazio France
26 avenue JF Champollion BPS2309
31023 Toulouse
France

Email



Lisbon, 04/07/2018

Subject: Call for tender EMSA/OP/2/2018

Dear Mr 

Your bid for the call for tender EMSA/OP/2/2018 is currently being evaluated by the Evaluation Committee nominated for that call.

During the evaluation process, it was noted that some elements require further clarification from the bidder as described in Annex I.

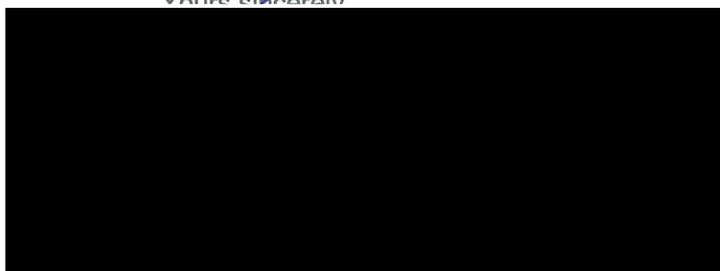
In order to allow this Committee to give a complete opinion with regards to the exclusion, selection and award criteria announced in the tender specifications, we would like to receive within three days of the receipt of this email the requested clarifications as described in Annex I .

Your answer shall be sent by email to the following dedicated email address:

Evaluation Committee
Call EMSA/OP/2/2018 – OPEN022018@emsa.europa.eu
European Maritime Safety Agency

Please note that the clarification requested shall not lead to changes to the terms of the submitted tender.

Yours sincerely,



Annex I – Clarification request

Ref: Your bid dated 21 May 2018 for Lots 1, 2, and 3 in response to the above call

1. For Lots 1, 2 and 3 you have included in the bid a reviewed Framework contract template with proposed changes and comments. Taking into consideration that EMSA cannot accept, in the framework of an open procedure such as OP/02/2018, changes on the terms and conditions of the contracts published as template, please confirm if those comments and reviews were for clarification only or were presented by Telespazio as condition for the signature of a contract.

2. For Lot 1, in evaluating your offer, EMSA has noticed that the financial bid template you used for input of the prices was not automatically calculating the full price of the scenario to be used for the evaluation of your bid as per point 16.4 of the tender specifications. The evaluation committee has therefore used the prices you have offered in your bid to calculate the value of the price scenario at [REDACTED] as per attached excel calculation "Appendix 3 Telespazio Financial Tender Lot 1". Please confirm that you agree to this calculation of the price of the scenario for evaluation purposes.

3. For Lot 2, in evaluating your offer, EMSA has noticed that the financial bid template you used for input of the prices was not automatically calculating the full price of the scenario to be used for the evaluation of your bid as per point 16.4 of the tender specifications. The evaluation committee has therefore used the prices you have offered in your bid to calculate the value of the price scenario at [REDACTED] as per attached excel calculation "Appendix 3 Telespazio Financial Tender Lot 2". Please confirm that you agree to this calculation of the price of the scenario for evaluation purposes.

[REDACTED]
Chief Executive Officer
Telespazio France
26 avenue JF Champollion BPS2309
31023 Toulouse
France

Email with confirmation of receipt

[REDACTED]
Lisbon,

Subject: Call for tender EMSA/OP/2/2018
Contract Number: 2018/EMSA/OP/2/2018

Dear [REDACTED],

We are pleased to inform you that your bid has successfully passed the evaluation of the above Framework Service Contract and is ranked in first position for Lot 1].

This letter informing you of the award of the contract does not constitute a commitment on the part of EMSA. As the contracting authority, we may, until such time as the contract is signed, cancel the procurement procedure without this entitling you to any compensation.

Letters have also been sent today to the unsuccessful tenderers and to lower ranked tenderers, informing them that they may obtain additional information from us, including the characteristics and relative advantages of your tender, as well as your name.

The framework contract will be signed by EMSA only after the successful test of the offered configuration (refer to section 3.2.4 of the specifications). If the on-ground compliance test of the configuration is not ready for operation after 45 days following the date on which the successful tenderer receives notification of the award of the framework contract (this letter), the award decision will be amended and the tenderer ranked next in the evaluation will be moved up in the ranking of the FWC.

In order to prepare the initial configuration test we like to schedule a preparatory meeting or teleconference within the next two weeks.

If requests, or comments made by the unsuccessful tenderers or any other relevant information justifies it, EMSA reserves the right to suspend signing the contract to allow further examination. In this case, you will be informed within three working days.

Please find enclosed two copies of the contract where you shall check that your personal details (in particular bank account details) have been properly included. Please then initial every page of each copy, sign the contract and return both copies, signed, at the following address within 10 days from the day following the date on which this letter is sent:

European Maritime Safety Agency [REDACTED] Praça Europa 4 1249-206 Lisboa Portugal
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All contacts regarding this award should be done by using the email address: OP022018@emsa.europa.eu.

May I also draw your attention to the following:

a) if the contract is not returned to the above address, duly dated and signed by the authorised person indicated on page 1 of the contract before this same deadline

or

b) if you make any change to the wording of the contract or its annexes,

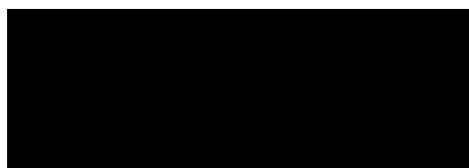
EMSA may refuse to sign the contract and, if appropriate, award it to another tenderer or cancel the procedure.

A copy of the contract will be sent back to you once it has been signed and dated by EMSA.

Implementation of the contract may not start before the contract is signed by both parties.

The Agency would like to thank your organisation for your efforts so far and it is looking forward to co-operating with you on this interesting project during the coming period.

Yours sincerely,



Executive Director

Enclosure: 2 copies of the contract

██████████
Chief Executive Officer
Telespazio France
26 avenue JF Champollion BPS2309
31023 Toulouse
France
Email with confirmation of receipt

██████████
Lisbon,

Subject: Call for tender EMSA/OP/2/2018
Contract Number: 2018/EMSA/OP/2/2018

Dear Mr ██████████,

We are pleased to inform you that your bid has successfully passed the evaluation of the above Framework Service Contract and is ranked in second position for Lot.2].

This letter informing you of the award of the contract does not constitute a commitment on the part of EMSA. As the contracting authority, we may, until such time as the contract is signed, cancel the procurement procedure without this entitling you to any compensation.

Letters have also been sent today to the unsuccessful tenderers , informing them that they may obtain additional information from us, including the characteristics and relative advantages of your tender, as well as your name.

If you so request in writing, you may be informed of the characteristics and relative advantages and the names of better ranked tenderer. However, certain details will not be disclosed if disclosure would hinder application of the law, would be contrary to the public interest, would harm the legitimate business interests of public or private undertakings or could distort fair competition between those undertakings.

Should it not be possible to conclude the contract with the better ranked tenderer or should the latter withdraw, we reserve the right to review our decision and to make the corresponding change in the ranking or to cancel the procedure.

Any request for information you may make and any reply from us will have neither the purpose nor the effect of suspending the deadline for lodging an appeal against the contract award decision, which must be done within two months of this letter.

Information on available remedies may be found at EMSA website:

<http://www.emsa.europa.eu/work/procurement/calls.html>

The framework contract will be signed by EMSA only after the successful test of the offered configuration (refer to section 3.2.4 of the specifications). If the on-ground compliance test of the configuration is not ready

for operation after 45 days following the date on which the successful tenderer receives notification of the award of the framework contract (this letter), the award decision will be amended and the tenderer ranked next in the evaluation will be moved up in the ranking of the FWC.

In order to prepare the initial configuration test we like to schedule a preparatory meeting or teleconference within the next two weeks.

If requests, or comments made by the unsuccessful tenderers or any other relevant information justifies it, EMSA reserves the right to suspend signing the contract to allow further examination. In this case, you will be informed within three working days.

Please find enclosed two copies of the contract where you shall check that your personal details (in particular bank account details) have been properly included. Please then initial every page of each copy, sign the contract and return both copies, signed, at the following address within 10 days from the day following the date on which this letter is sent:

European Maritime Safety Agency [REDACTED] Praça Europa 4 1249-206 Lisboa Portugal
--

All contacts regarding this award should be done by using the email address: OP022018@emsa.europa.eu.

May I also draw your attention to the following:

- a) if the contract is not returned to the above address, duly dated and signed by the authorised person indicated on page 1 of the contract before this same deadline
- or
- b) if you make any change to the wording of the contract or its annexes,

EMSA may refuse to sign the contract and, if appropriate, award it to another tenderer or cancel the procedure.

A copy of the contract will be sent back to you once it has been signed and dated by EMSA.

Implementation of the contract may not start before the contract is signed by both parties.

The Agency would like to thank your organisation for your efforts so far and it is looking forward to co-operating with you on this interesting project during the coming period.

Yours sincerely,

[REDACTED]

Executive Director

Enclosure: 2 copies of the contract

[REDACTED]
Chief Executive Officer
Telespazio France
26 avenue JF Champollion BPS2309
31023 Toulouse
France
Email with confirmation of receipt
[REDACTED]

Lisbon,

Subject: Call for tender EMSA/OP/2/2018
Contract Number: 2018/EMSA/OP/2/2018

Dear Mr. [REDACTED]

We are pleased to inform you that your bid has successfully passed the evaluation of the above Framework Service Contract and is ranked in fourth position for Lot.3].

This letter informing you of the award of the contract does not constitute a commitment on the part of EMSA. As the contracting authority, we may, until such time as the contract is signed, cancel the procurement procedure without this entitling you to any compensation.

Letters have also been sent today to the unsuccessful tenderers , informing them that they may obtain additional information from us, including the characteristics and relative advantages of your tender, as well as your name.

If you so request in writing, you may be informed of the characteristics and relative advantages and the names of better ranked tenderers. However, certain details will not be disclosed if disclosure would hinder application of the law, would be contrary to the public interest, would harm the legitimate business interests of public or private undertakings or could distort fair competition between those undertakings.

Should it not be possible to conclude the contract with the better ranked tenderers or should any of them withdraw, we reserve the right to review our decision and to make the corresponding change in the ranking or to cancel the procedure.

Any request for information you may make and any reply from us will have neither the purpose nor the effect of suspending the deadline for lodging an appeal against the contract award decision, which must be done within two months of this letter.

Information on available remedies may be found at EMSA website:

<http://www.emsa.europa.eu/work/procurement/calls.html>

The contract can only be signed by EMSA after a period of 10 days from the day following the date on which this e-mail is sent. Any contract signed before the end of this period shall be null and void. If requests, or

comments made by the unsuccessful tenderers or any other relevant information justifies it, EMSA reserves the right to suspend signing the contract to allow further examination. In this case, you will be informed within three working days.

Please find enclosed two copies of the contract where you shall check that your personal details (in particular bank account details) have been properly included. Please then initial every page of each copy, sign the contract and return both copies, signed, at the following address within 10 days from the day following the date on which this letter is sent:

European Maritime Safety Agency [REDACTED] Praça Europa 4 1249-206 Lisboa Portugal
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May I also draw your attention to the following:

- a) if the contract is not returned to the above address, duly dated and signed by the authorised person indicated on page 1 of the contract before this same deadline
- or
- b) if you make any change to the wording of the contract or its annexes,

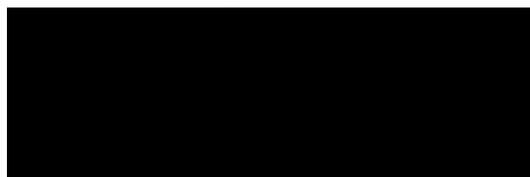
EMSA may refuse to sign the contract and, if appropriate, award it to another tenderer or cancel the procedure.

A copy of the contract will be sent back to you once it has been signed and dated by EMSA.

Implementation of the contract may not start before the contract is signed by both parties.

The Agency would like to thank your organisation for your efforts so far and it is looking forward to co-operating with you on this interesting project during the coming period.

Yours sincerely,



Executive Director

Enclosure: 2 copies of the contract



Telespazio France
26 avenue JF Champollion BPS2309
31023 Toulouse
France

Email and FEDEX



Lisbon,
emsa.c.3.0.dir(2018)6257824

Subject: Contract Number: 2018/EMSA/OP/2/2018 – Lot1

Dear Mr 

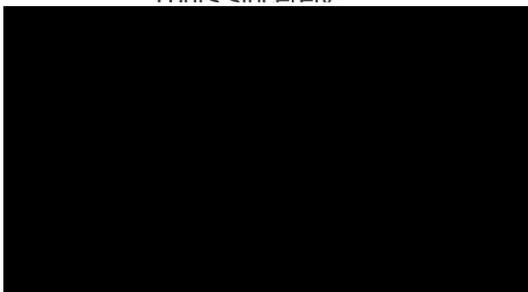
EMSA is pleased to provide you with the signed original of the above Framework Service Contract.

Please be informed that pursuant to its Art. I.3.1 the Contract shall enter into force on the date on which it is signed by the last party.

Further to our award letter of 08 August 2018, EMSA hereby confirms that all conditions are fulfilled to consider the award of the EMSA/OP/2/2018 service contract as definitive.

EMSA would like to thank your organisation for your efforts so far and we are looking forward to co-operating with you on this interesting project during the coming period.

Yours sincerely



Enclosure: one original of the Framework Service Contract


Telespazio France
26 avenue JF Champollion BPS2309
31023 Toulouse
France

Email and FEDEX



14 NOV. 2018

Lisbon,
emsa.c.3.0.dir(2018)6254342

Subject: Contract Number: 2018/EMSA/OP/2/2018 – Lot2

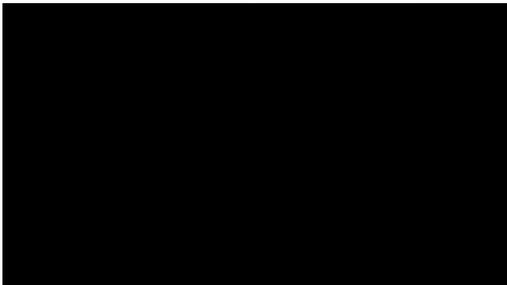
Dear Mr ,

EMSA is pleased to provide you with the signed original of the above Framework Service Contract.

Further to our award letter of 08 August 2018, EMSA hereby confirms that all conditions are fulfilled to consider the award of the EMSA/OP/2/2018 service contract as definitive and that therefore the framework contract with the best ranked tenderer was signed by EMSA.

EMSA would like to thank your organisation for your efforts so far and we are looking forward to co-operating with you on this interesting project during the coming period.

Yours sincerely,



Enclosure: one original of the Framework Service Contract

[Redacted]

Telespazio France
26 avenue JF Champollion BPS2309
31023 Toulouse
France

Email and FEDEX

[Redacted]

Lisbon, 11 OCT. 2018

Subject: Contract Number: 2018/EMSA/OP/2/2018

Dear Mr [Redacted]

EMSA is pleased to provide you with the signed original of the above Framework Service Contract.

Please be informed that pursuant to its Art. I.3.1 the Contract shall enter into force on the date on which it is signed by the last party.

EMSA would like to thank your organisation for your efforts so far and we are looking forward to co-operating with you on this interesting project during the coming period.

Yours sincerely,

[Redacted Signature]

Enclosure: one original of the Framework Service Contract

NON-DISCLOSURE AGREEMENT

BETWEEN

The European Maritime Safety Agency (hereinafter referred to as "EMSA" or "the Discloser"), with its seat at Praça Europa 4, 1249-206 Lisbon, Portugal, VAT registration no.: 507 685 326, represented by [REDACTED] title of the authorising officer]

on the one part, and

Telespazio France
26 avenue JF Champollion BPS2309
31023 Toulouse France

hereinafter referred to as Telespazio represented by [REDACTED]

on the other part (hereinafter collectively referred to as "the parties"),

WHEREAS

1. The Discloser requests the Recipient here not to distribute externally the received video files for the execution of OP/02/2018 on-ground compliance test
2. The Discloser shall share the Confidential Information with the Recipient subject to the terms and conditions set forth below;

AGREED AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

- a) "Agreement" shall refer to the present Non-Disclosure Agreement.
- b) "Confidential Information" shall mean all the information and data contained in the EO (Electro-optical), IR (Infrared) videos provided to Telespazio by EMSA for the purpose of the on-ground compliance test
- c) "Purpose" shall mean all the internal preparation tests to validate the configuration of the on-ground compliance test and the final execution of the on-ground compliance test in the context of EMSA/OP/02/2018 Lot-1 and Lot-2 Framework Contract award and shall not constitute a granting of any rights, titles or interests in the Confidential Information to the Recipient.

ARTICLE 2 – UNDERTAKINGS OF THE RECIPIENT

- 2.1 The Recipient undertakes to use the Confidential Information solely and exclusively for the Purpose, and in accordance with the terms of this agreement. The Confidential Information must not be used totally or partially, directly or indirectly, for any other purpose.
- 2.2 The Recipient shall keep the Confidential Information secure by effective and reasonable means in such a way as to prevent unauthorised access. The Recipient shall not copy, reproduce, duplicate, distribute, communicate or otherwise make available the Confidential Information, either in whole or in part, to third parties.
- 2.3 In the event that the Recipient becomes aware of any unauthorised use of the Confidential Information or of any unauthorised copy of the Confidential Information in the public domain or with third parties or of any unauthorised derivative work, it shall immediately inform EMSA thereof.
- 2.4 Upon termination of this Agreement, or at any other time at EMSA's written request, the Recipient shall destroy any electronic version of the Confidential Information and remove them from any of its or third parties archives within five working days.

ARTICLE 3 – BREACH OF OBLIGATIONS

Should the Recipient breach any of its obligations of confidentiality under this Agreement, and without prejudice to any right of EMSA to seek damages before any competent jurisdiction, EMSA may, by written notice to the Recipient, withdraw the right of the Recipient to use the Confidential Information for the Purpose.

ARTICLE 4 – DURATION

This Agreement shall enter into force on the date on which it is signed by the last party and shall terminate upon completion of the Purpose.

ARTICLE 5 – COMMUNICATION

Any communication relating to this Agreement shall be made in writing. Ordinary mail shall be deemed to have been received by EMSA and the Recipient on the date on which it is registered by the responsible department indicated below. Electronic communication must be confirmed by paper communication if requested by any of the parties.

Communications shall be sent to the following addresses:

EMSA:

European Maritime Safety Agency
Unit C.3
Praça Europa 4
1249-206 Lisbon
Portugal

E-Mail: [REDACTED]

The Recipient:

[REDACTED]

[REDACTED]
Telespazio France
26 avenue JF Champollion BPS2309
31023 Toulouse
France

E-Mail: [REDACTED]

ARTICLE 6 – WAIVER, DISCLAIMER AND LIABILITY

- 6.1 No failure or delay by EMSA in exercising any of its rights under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of such rights.
- 6.2 The Confidential Information is provided "as is" and EMSA disclaims all warranties of any kind relating to the proprietary information, whether expressed or implied, including but not limited to any implied warranty against infringement of third party property rights or as to merchantability or fitness for any particular purpose.
- 6.3 EMSA will not be liable for any damages whatsoever including but not limited to damages for loss of business profit, business interruption, loss of business information, or any other pecuniary loss arising out of the use of, or inability to use, the Confidential Information.

ARTICLE 7 – DATA PROTECTION

Any personal data included in or relating to the Agreement shall be processed by EMSA pursuant to Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Such data shall be processed solely for the purposes of the performance, management and monitoring this Agreement without prejudice to possible transmission to the bodies charged with monitoring or inspection task in application of Union law.

ARTICLE 8 – FORCE MAJEURE

- 8.1 Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the parties which prevents either of them from performing any of their obligations under this Agreement, was not due to error or negligence on their part, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.
- 8.2 If either party is faced with force majeure, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.
- 8.3 Neither party shall be held in breach of its obligations under the Agreement if it has been prevented from fulfilling them by force majeure.
- 8.4 The parties shall take the necessary measures to reduce damage to a minimum.

ARTICLE 9 – AMENDMENTS

Any amendment to the Agreement shall be the subject of a written amendment concluded by the parties. An oral agreement shall not be binding on the parties.

ARTICLE 10 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- 10.1 The Agreement shall be governed by European Union law, complemented where necessary by the law of Portugal.
- 10.2 The parties agree to use reasonable efforts to resolve amicably and expeditiously any disagreement or dispute that may arise regarding this Agreement.
- 10.3 Any dispute between the parties resulting from the interpretation or application of the Agreement which cannot be settled according to Article 10.2 shall be brought before the courts of Lisbon, Portugal.

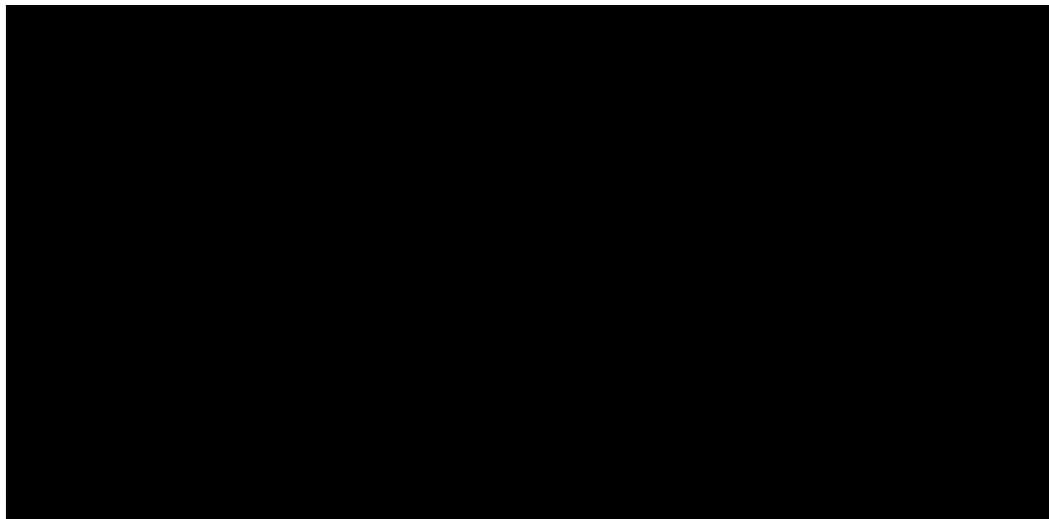
ARTICLE 11 – FINAL PROVISIONS

- 11.1 The Parties shall bear their own costs incurred under or in connection with the present Agreement.
- 11.2 This Agreement and the rights and obligations hereunder may not be transferred or assigned by the Recipient.

SIGNATURES

For the recipient,

For EMSA



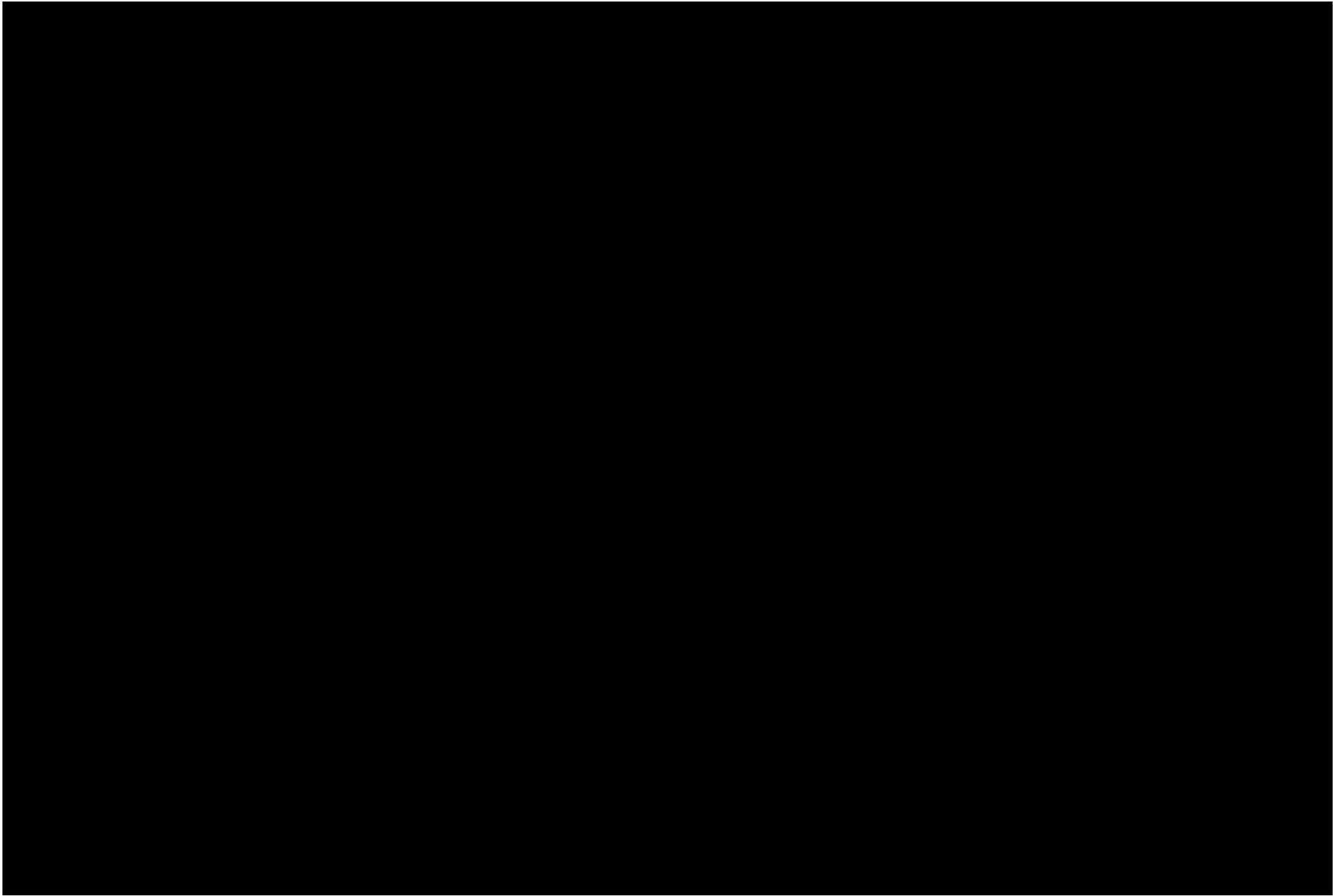
In duplicate in English
023 Toulouse Cedex

Kick-Off meeting OP/02/2018

SATCOM Services for RPAS

[REDACTED]
Lisbon / 27 November 2018







EMSA's Tasks in the Maritime domain



Assist the
Commission



Work with
Member States



Cooperation

- Traffic Monitoring (SSN)
- IMS Integrated maritime Surveillance
- CleanSeaNet
- Copernicus maritime Surveillance Services
- SLAs

EU Maritime Challenges



Oil spill response

Emission monitoring

Anti Piracy

Fishery control

Search and rescue

Border control

Trafficking

- **Safety of Navigation**
 - Traffic separation schemes
 - Search and Rescue (SAR)
 - Ship-to-ship transfers
 - Maritime accidents and disasters
- **Logistics and Customs**
- **Pollution:**
 - Oil Spills
 - Air Emissions (Sox)
- **Security and threat of terrorism**
- **Piracy and armed robbery**
- **Migration and people trafficking**
- **Trafficking of contraband, weapons, and narcotics**
- **Fishing:**
 - Illegal, Unreported, Unregulated

Bridging the gap ...

Remotely Piloted Aircraft Systems



EMSA integrated maritime services

- Common interface
- Maritime picture
- Data fusion



Integration of data...



User communities

Oil spill response

Emission monitoring

Anti Piracy

Fishery control

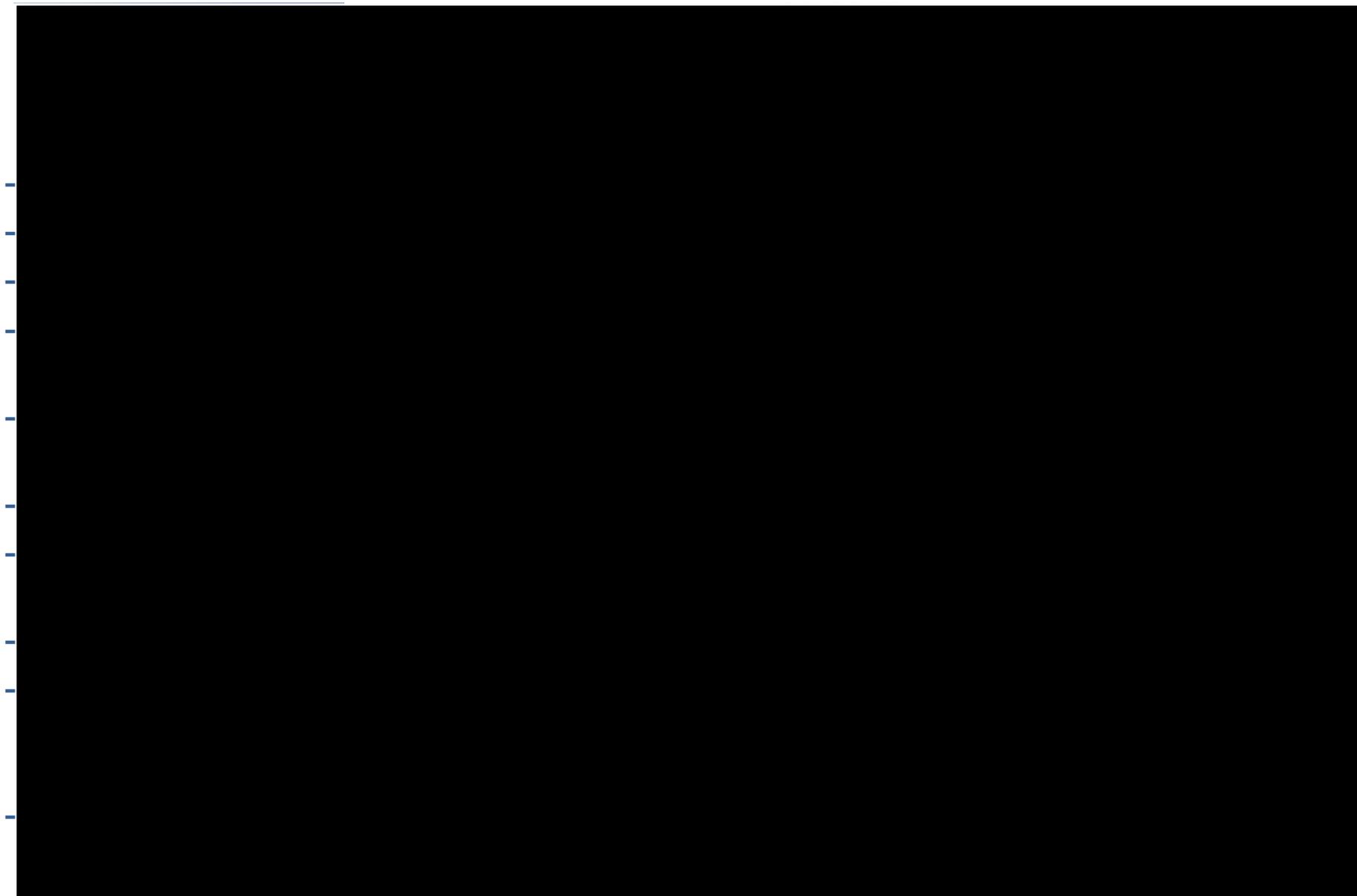
Search and rescue

Border control

Trafficking



Key Characteristics

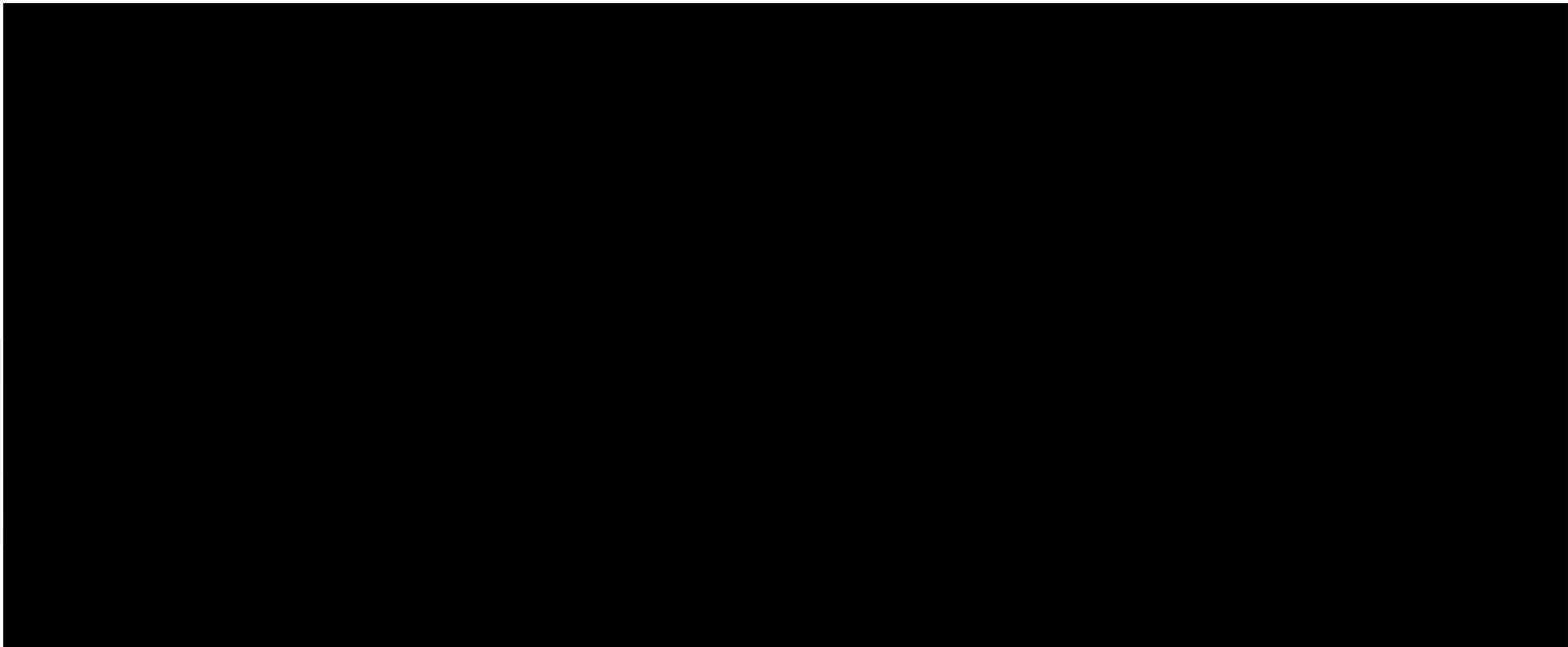


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Communication RPAS to ground

Communication ground to ground

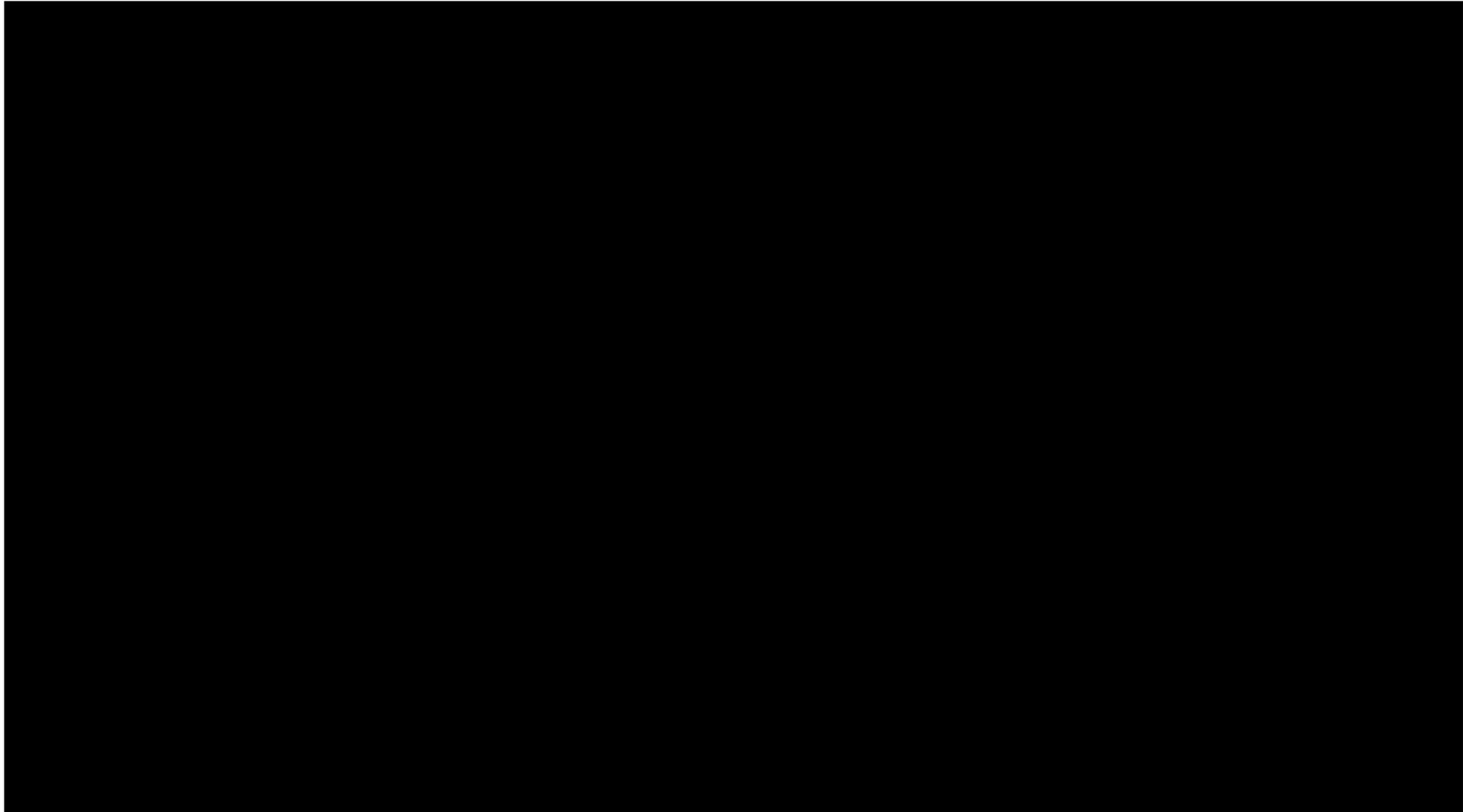


User responsibilities

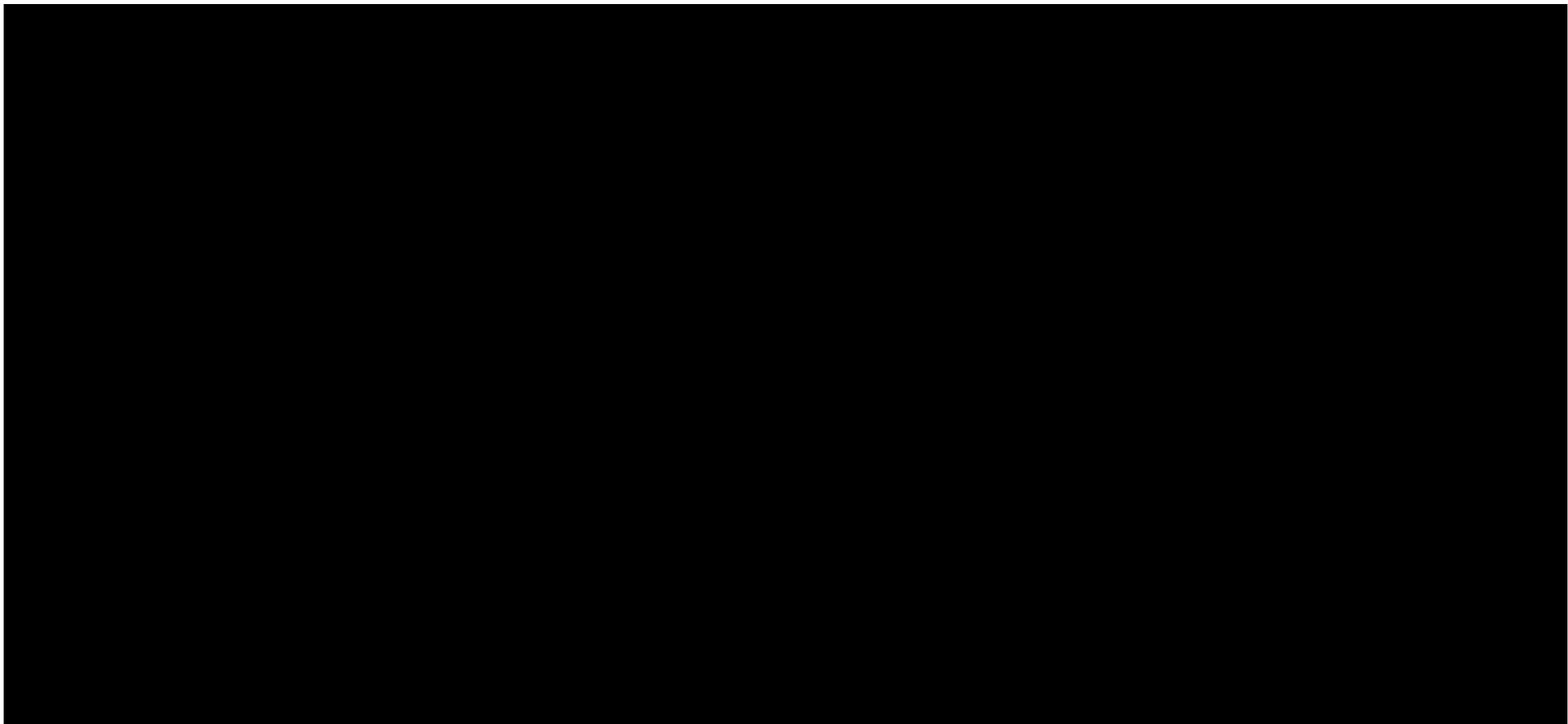
- To support request for permit to fly from relevant aviation authority.
- To provide the airstrip (take-off/landing) and logistics

General timing

RPAS Service Overview



Timings for various modules



Contract management

EMSA FOLLOW-UP (1)

Email: [REDACTED]

- We will receive all requests from Member States, Agencies, questions on our service etc.
- To be used by MS/Agencies and EMSA

EMSA FOLLOW-UP (2)

Email: [REDACTED]

- All discussions on a particular operation. For example:
 - ✓ Denmark emissions monitoring operation for next 3 months
 - ✓ Operational procedures
- To be used by MS/Agencies, EMSA and contractors

EMSA FOLLOW-UP (3)

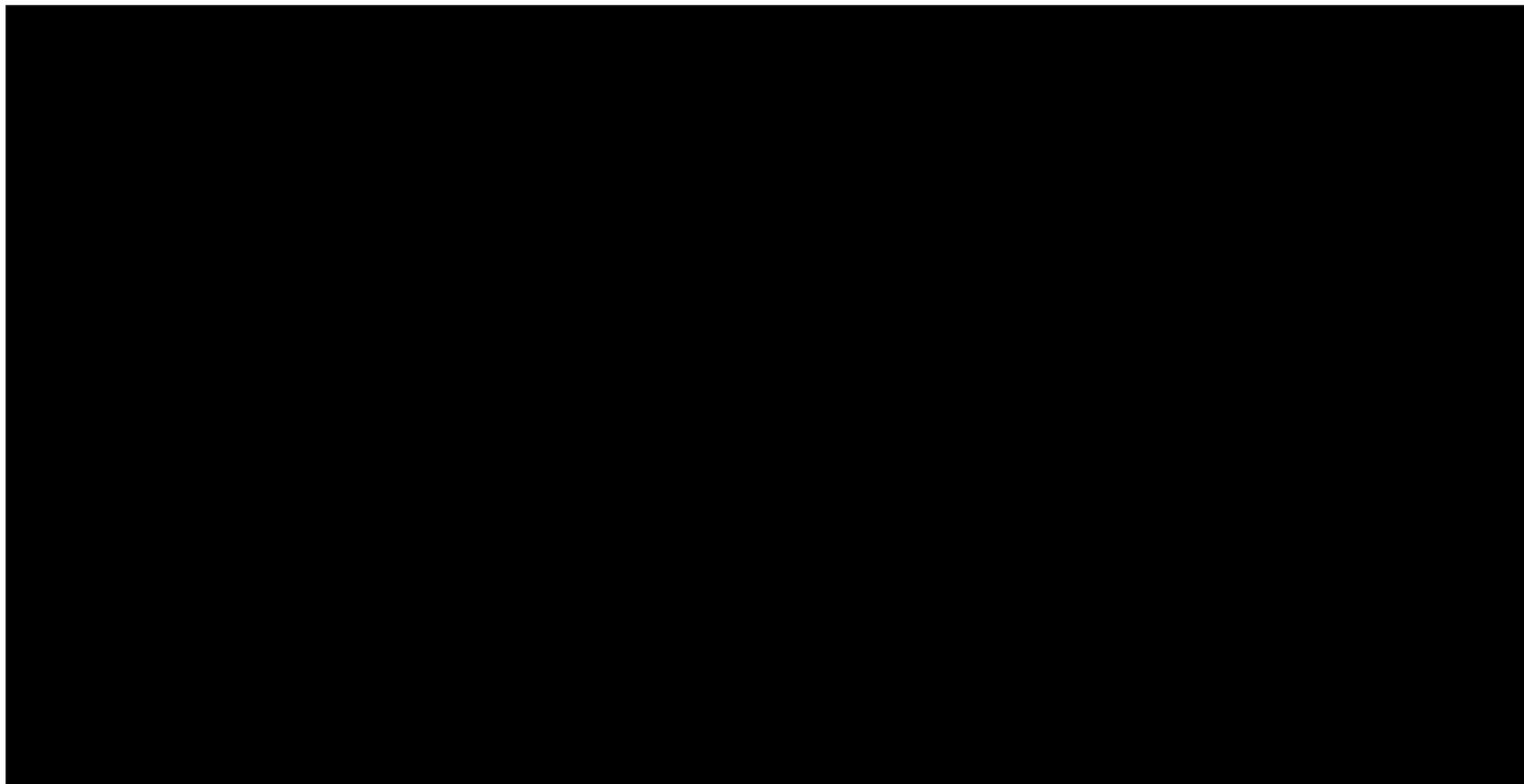
Email: [REDACTED]

- All questions for contractors providing RPAS service and complementary services (SATCOM) including contractual issues, payments, details on how we start a service, any contract management issues.
- To be used by MS/Agencies, EMSA and contractors

EMSA FOLLOW-UP (4)

ALL EMAILS

- To include [REDACTED] in the subject.



Satellite communication

SATCOM Services available for RPAS EMSA/OP/2/2018



SATCOM Objective: SATCOM capacity-provision and capacity-management services to support the Agency's RPAS BRLOS operations

- **Lot 1 SATCOM services (≥2Mbps):** SATCOM capacity for BRLOS communications with a minimum data rate of 2Mbps in the return link.
- **Lot 2 SATCOM services (≥5Mbps):** SATCOM capacity for BRLOS communications with a minimum data rate of 5Mbps in the return link.

The contracted satellite capacity shall allow the transmission of several simultaneous payload data sensor streams (EO cameras, IR, radar, etc.), housekeeping and metadata information and Command and Control link

- **Lot 3 Satellite Internet Service:** intended to provide internet via satellite to connect the LGCS with the CGCS and/or the RPAS-DC.

The contracts awarded per lot are **Framework Contracts (FWC)** in cascade valid for two years with twice the possibility of a renewal

Specific Contracts (SCs) will be activated for provision of SATCOM and/or satellite internet services for RPAS operations deployments

Specific Contracts (SCs) will be awarded subject to the following conditions:

- [REDACTED]
- [REDACTED]

Satellite link

- [Redacted]
- [Redacted]

Teleport solution, VPN and Internet gateway

- [Redacted]
- [Redacted]

Service maintenance

- [Redacted]

Contract structure

OP/2/2018

Objective: SATCOM services for RPAS

- Lot 1: SATCOM services (≥ 2 Mbps)
- Lot 2: SATCOM services (≥ 5 Mbps)
- Lot 3: Satellite internet service

Framework contract

- Sets out

[Procedure to order services
	Provisions applied to services
	Obligations of Parties
- Duration: 2 Years + up to 2 renewals of 12 months

OP/2/2018

FWC implemented by Specific Contracts

- Services divided in Specific Contracts:
 - ✓ Service Set-up (Module 1)
 - ✓ Operations (Module 2-3: Capacity Provision and Service Maintenance)

OP/2/2018

User service request defines deployment
If SATCOM services are needed for the
deployment



One SC for each deployment

EMSA EXPECTATIONS: 2 MAIN PILLARS

Pillar 1: Service Performance

All requirements in EMSA/OP/2/2018 → fulfilled on time

- Coverage
- Communications
 - Primary and secondary C2
 - Payloads
- Committed Information Data Rate
- Staff

EMSA EXPECTATIONS: 2 MAIN PILLARS

Pillar 2: Service Reliability

- No service interruption/delays due to tech/human failures
 - Acceptance in-flight test (first SC)/Operational briefing
 - RPAS operator training
 - Change management/Configuration control
 - Operations/Maintenance procedures
- Worst case scenario: Loss/crash of RPA due to comms failure

Payments (1) – Module 1

- Service Set-up: fixed fee
 - ✓ One payment
 - ✓ Settled on a quarterly basis
 - ✓ Pre-requisite for Module 2 and Module 3

Payments (2) – Module 2

Capacity provision: price per-unit rate (€/GB) for the data volume transferred through the satellite service provider network

- ✓ Calculated on a monthly basis
 - Final calculation of the data volume consumption on the last day of the month
 - Method to measure the data volume must be transparent to the Contracting Authority
- ✓ Quarterly payment

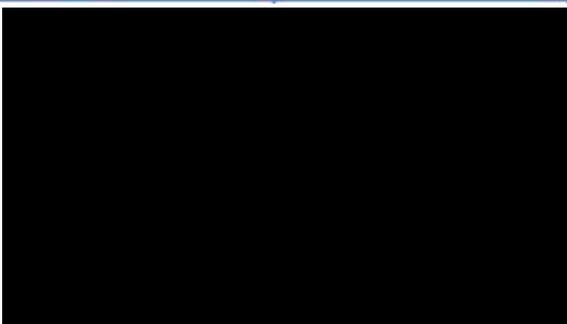
Payments (2) – Module 3

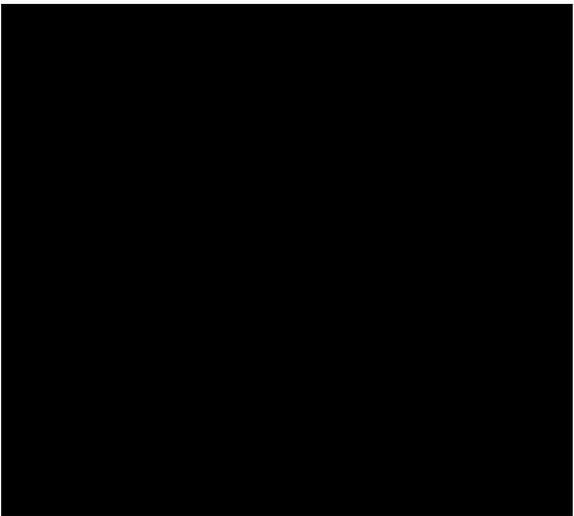
Service maintenance: fixed fee

- ✓ Calculated on a monthly basis
- ✓ Settled on a quarterly basis

Timeplan

Milestone	Timeline	Comment
<i>Initial Phase</i>		
T0	Contract award letter is sent to the successful Tenderer	
T1	On-ground compliance test Delivery of documentation	
T2	Signature of the FWC after successful test of the offered configuration.	
	Kick-off meeting (KOM)	
	Update of the PMP and the QA plan	
<i>Specific Co</i>		
T3	SC activation request Signature of the first SC module_01 In-flight test/internet connection test for the first set-up (applicable to all SCs and all lots) Operational briefing (applicable to all SCs and all lots) Delivery of documentation	

T4	Start of RPAS operations module_02 module_03 module_04 (only for Lot 3) Delivery of documentation	
T5	End of RPAS operations	

<i>Specific Contract (SC) nr.N</i>		
T6	SC_N	
T7	Possible extension of FWC for an additional year at EMSA request	
T8	Possible extension of FWC for a second additional year at EMSA request	
T9	End of FWC	

Module 1

=> TPZ

Modules 2

=> TPZ

Module 3

=> TPZ

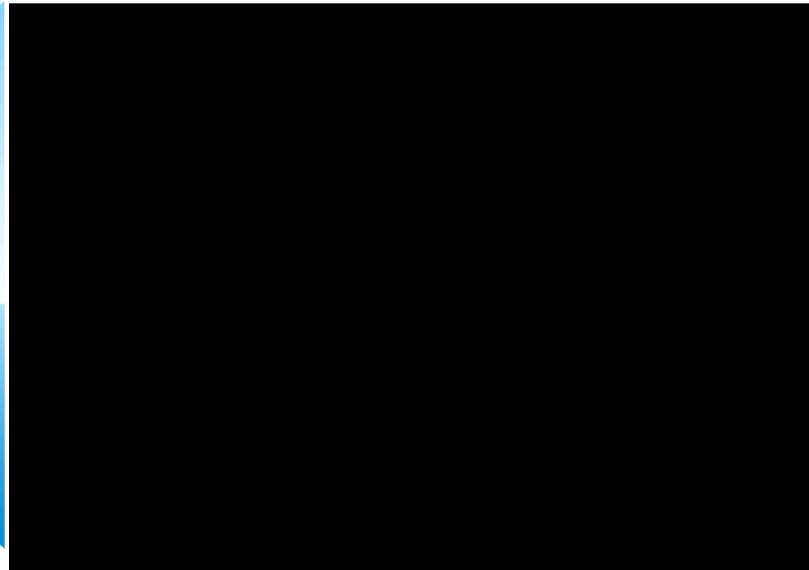
Future missions

-

-

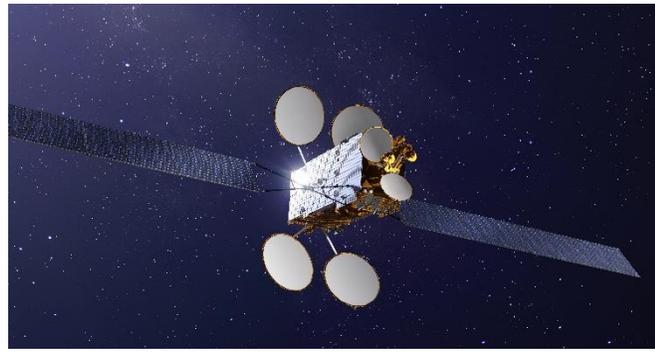
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Thank you – Questions?



 twitter.com/emsa

 facebook.com/emsa



EMSA

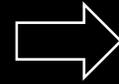
Kick-Off meeting EMSA/OP/2/2018



27/11/2018



Agenda



1. Introduction and welcome

- Objectives of the contract: EMSA expectations and priorities
- General description of the contracts for all three lots: modules, specific contracts, schedule, etc.
- Presentation of Telespazio and the Consortium
- Team composition and assigned roles

2. Lot_1 and Lot_2

3. Lot_3

4. Conclusions



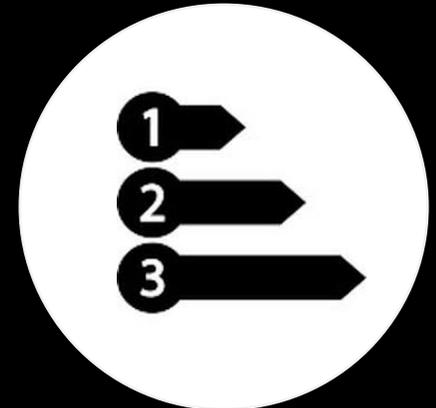


Objectives of the contract

EMSA expectations



EMSA priorities





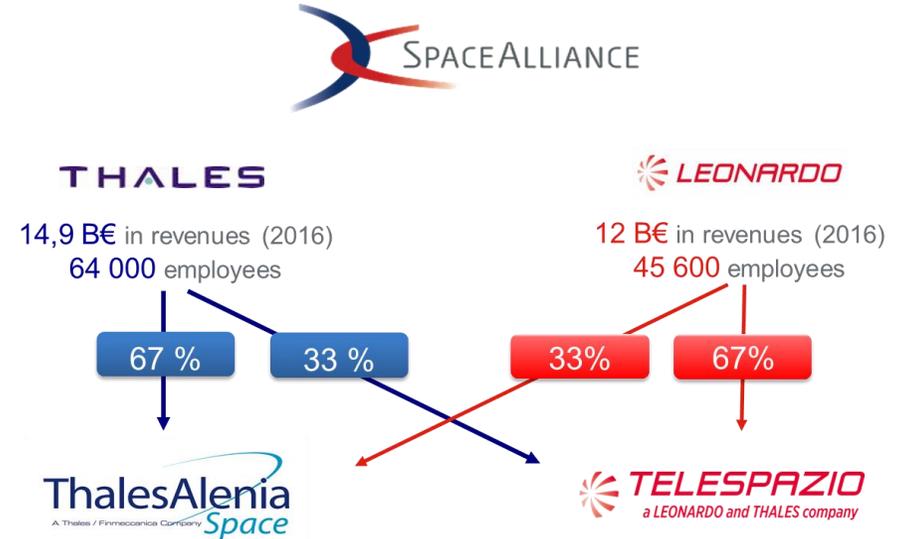
General description of the contracts

Modules and specific contracts



Schedule





A unique complementarity with a cutting-edge satellite technology for end-users

Strong position in the space market

- A Joint Venture between two key European industries
- More than 50 years of experience in space services with:
 - Key assets such as 4 space centres
 - > 2500 employees
- Access to Thales, Leonardo and Thales Alenia Space solutions, product and expertise.

Satellite communications



MONaLiSa⁺
per Orange & Telespazio

Satellite observation



e-geos
AN ASI / TELESPAZIO COMPANY

GAFAG
an e-geos / ASI / Telespazio Company

Satellite operations and applications for satellite systems

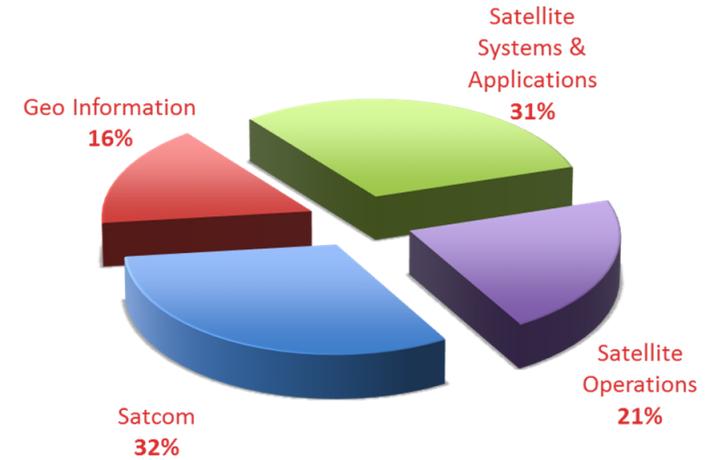


spaceopal

EGNOS

GALILEO

esa



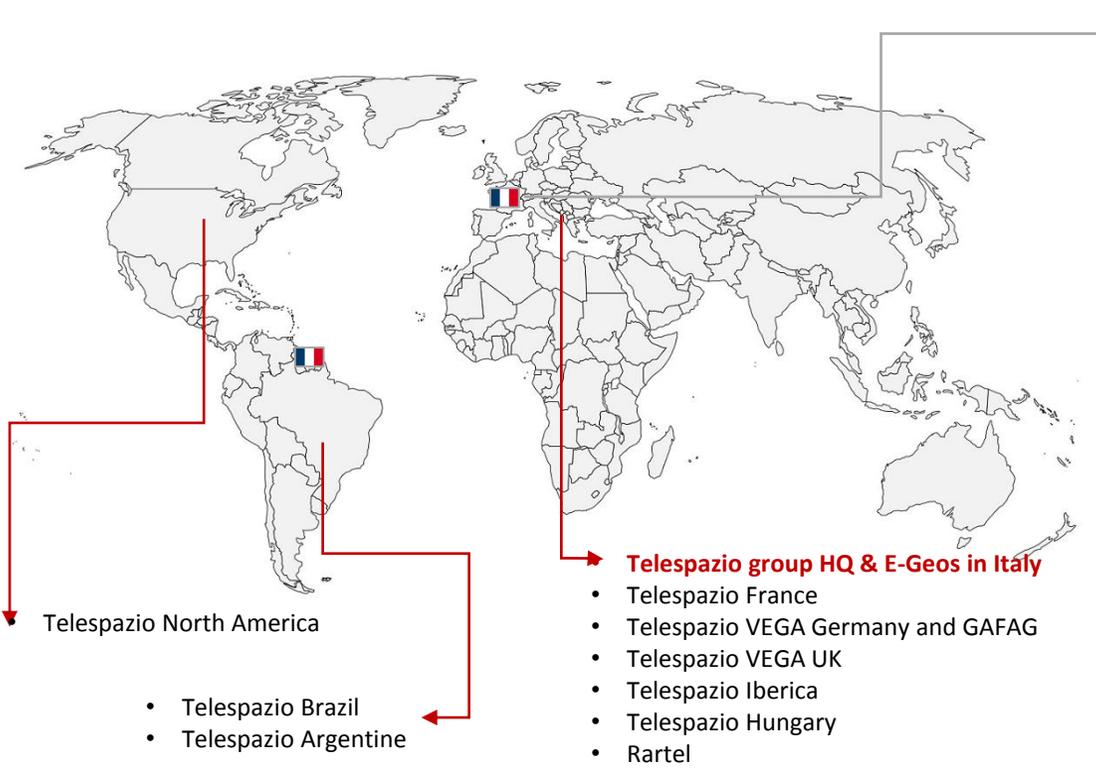
A unique portfolio of solutions and capabilities covering the entire scope of space services

Telespazio group > 600 M€

A unique portfolio supporting major European programs

3 lines of business :

- Satellite operations and applications for satellite systems including navigation capabilities
- Satellite observation providing imagery, data and value added services
- Satellite communications:
 - Mil satcom / FSS / MSS services
 - Land / maritime / aero



Telespazio France 's service portfolio organized in following 3 business lines:



- Services and space operations, satellite operations and navigation
- Telecommunications, network and connectivity
- Geo information

Telespazio France key institutional references in satcom and surveillance services:



TELECOMSAT



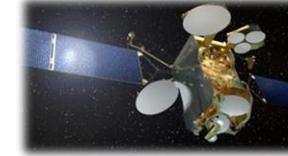
SYRACUSE VALO



ASTEL S4 lots 1,2,4 & 7



ILOPEX 2



KONNECT VHTS



TRIMARAN

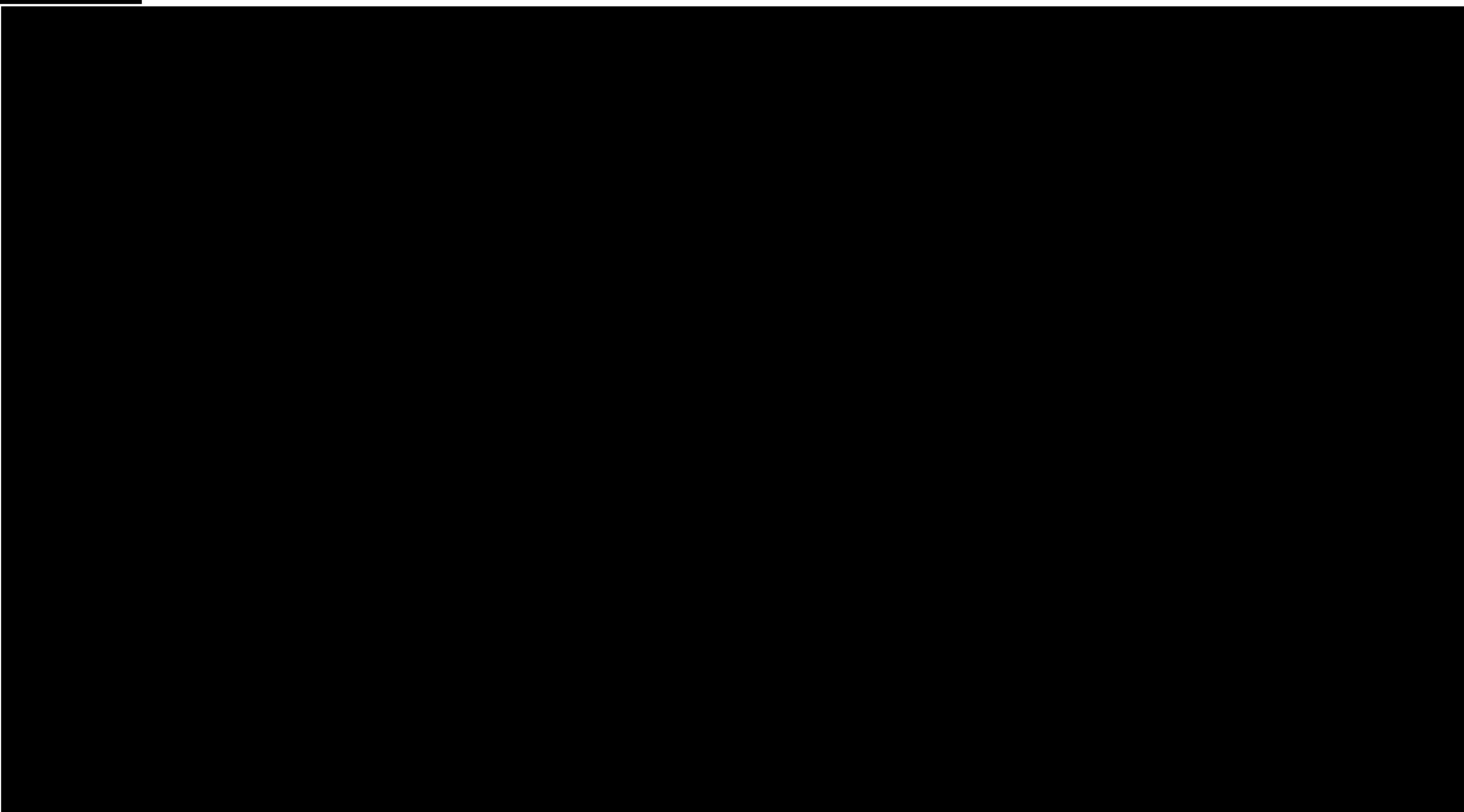
European and Americas footprints for a global reach

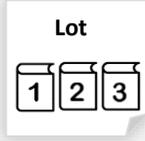
- European based group
- Strong presence in North America and in Brazil
- Delivering services worldwide through partners

Telespazio France

Telespazio France key figures:

- > 90 M€ in 2017
- > 390 staff including 150 staff in French Guyana.





Presentation of Telespazio Group (tenderer group)



Launched: 1961

Key players: Luigi Pasquali (CEO)

Legal status: SPA

Head Office: Via Tiburtina 965, Rome, Italy

Sector: Satellite-based services

Workforce: < 2 500 employees

Annual turnover: 577 million euros

Telespazio, a joint venture born from the « **Space Alliance** » between the industrial groups **Leonardo** (67%) and **Thales** (33%), is one of Europe’s leaders and one of the world’s main players in **satellite solutions and services**. Telespazio **operates worldwide** through numerous companies and has a wide international network of space centres and teleports.

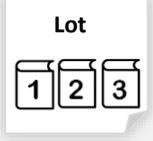


Telespazio is a leading company in “**key**” sectors for public institutions, business operators and consumers, with activities ranging from the design and development of space systems to the management of launch services and in orbit satellite control; from Earth observation services, integrated communication, satellite navigation and localisation, to scientific programmes.

Telespazio relies on a wealth of experience of the highest level, stemming from technological expertise acquired over **50 years of business practice**. The company’s experience is also drawn from the management of 7 teleports situated on all 5 continents - including the **Fucino Space Centre**, one of the world’s largest civilian teleports - as well as from its qualified involvement in space programmes of great significance, including: Galileo, EGNOS, Copernicus, COSMO-SkyMed and SICRAL.



Presentation of Telespazio France (tenderer)



Launched: 2001
Key players: Jean-Marc Gardin (CEO)
Legal status: S.A.S (Société par Actions Simplifiées)
Head Office: 26 avenue JF Champollion, Toulouse
Sector: Satellite-based services
Workforce: < 400 employees
Annual turnover: > 90 million euros

Lead by Jean-Marc Gardin, Telespazio France is the group's **French branch based in Toulouse**, with offices in Paris, Bordeaux, Kourou and Libreville. Implanted in France for over 30 years, the branch utilizes **state spatial infrastructures** and provides **services and satellite applications** with significant added value in the fields of **geo-information, navigation and satellite communication**.

Telespazio France manages and maintains operational conditions for its infrastructures and systems of satellite communication for the benefit of its commercial and governmental clients in France, Europe and the world. Telespazio France operated **over 3600 stations** (including 300 maritime stations) **in more than 150 countries, for a total of 2000 MHz** and for the benefit of 130 clients.

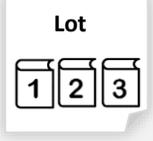
Telespazio France has put in place **high speed network solutions** through satellite, which are fully reliable and accessible **worldwide**, especially where land infrastructures are not present or are not sufficient for the needs of collectivities, defence or major groups and SMEs.

With a comprehensive command of all satcom technologies, and through its agreements with major satellite operators, Telespazio France has developed a **turnkey solution** enabling its institutional, defence and key accounts to share a significant volume of secured data on all networks.

Telespazio France is also based on a strong innovative culture as well as a comprehensive expertise regarding new digital technologies in order to develop **innovative and unique services** with significant added-value, namely in the fields of media, mass retail, energy, construction as well as Oil&Gas.



Presentation of CNES (Centre National des Etudes Spatiales)



Established: 1961
Key players: Jean-Yves Le Gall (President)
Legal status: French Government Agency
Share: NA

Head Office: 2 place Maurice Quentin
Paris, 75 039 France

Sector: French Space Agency
Workforce: 2500 employees
Annual budget: 2 438 M€
Number of satellites: N/A

Founded in 1961, the Centre National d'Études Spatiales (CNES) is **the government agency responsible for shaping and implementing France's space policy in Europe.**

Its task is to invent the space systems of the future, bring space technologies to maturity and guarantee France's independent access to space.

CNES is a pivotal player in Europe's space programme, and a major source of initiatives and proposals that aim to maintain France and Europe's competitive edge.

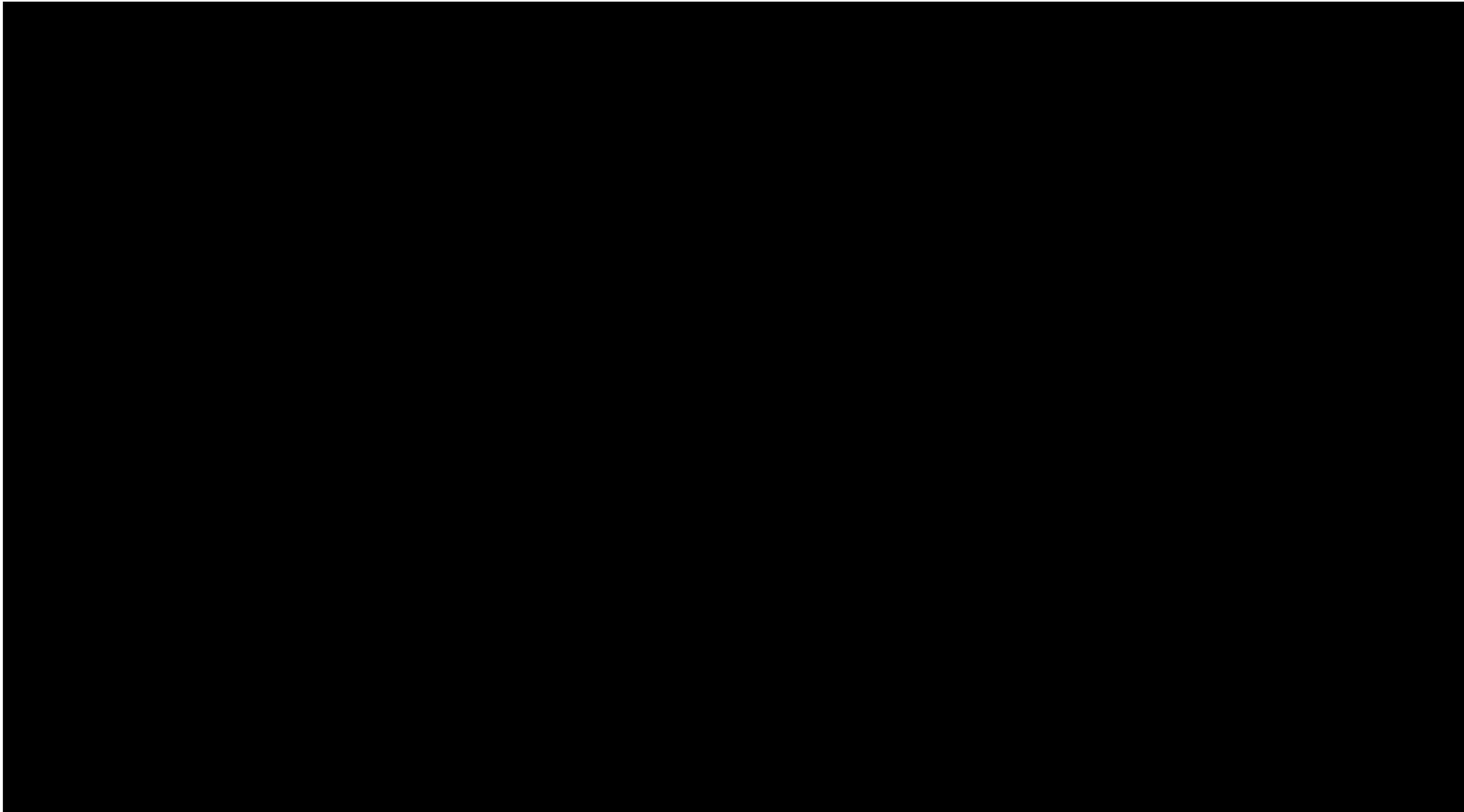
It conceives and executes space programmes with its partners in the scientific community and industry, and is closely involved in many international cooperation programmes—the key to any far-reaching space policy.

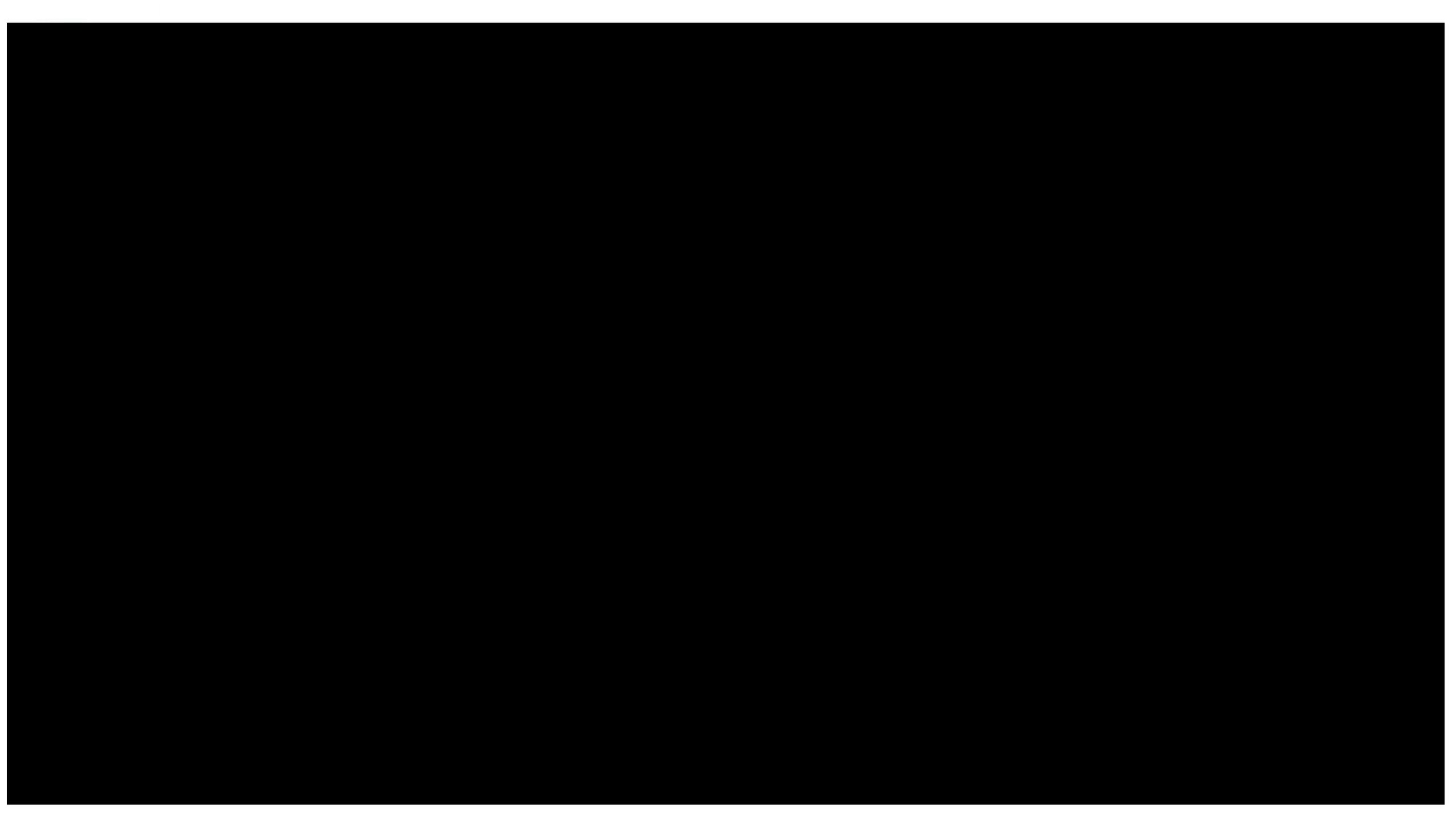
The agency's more-than 2,400-strong workforce constitutes an exceptional pool of talent, with some 1,800 engineers and executives, 35% of whom are women.

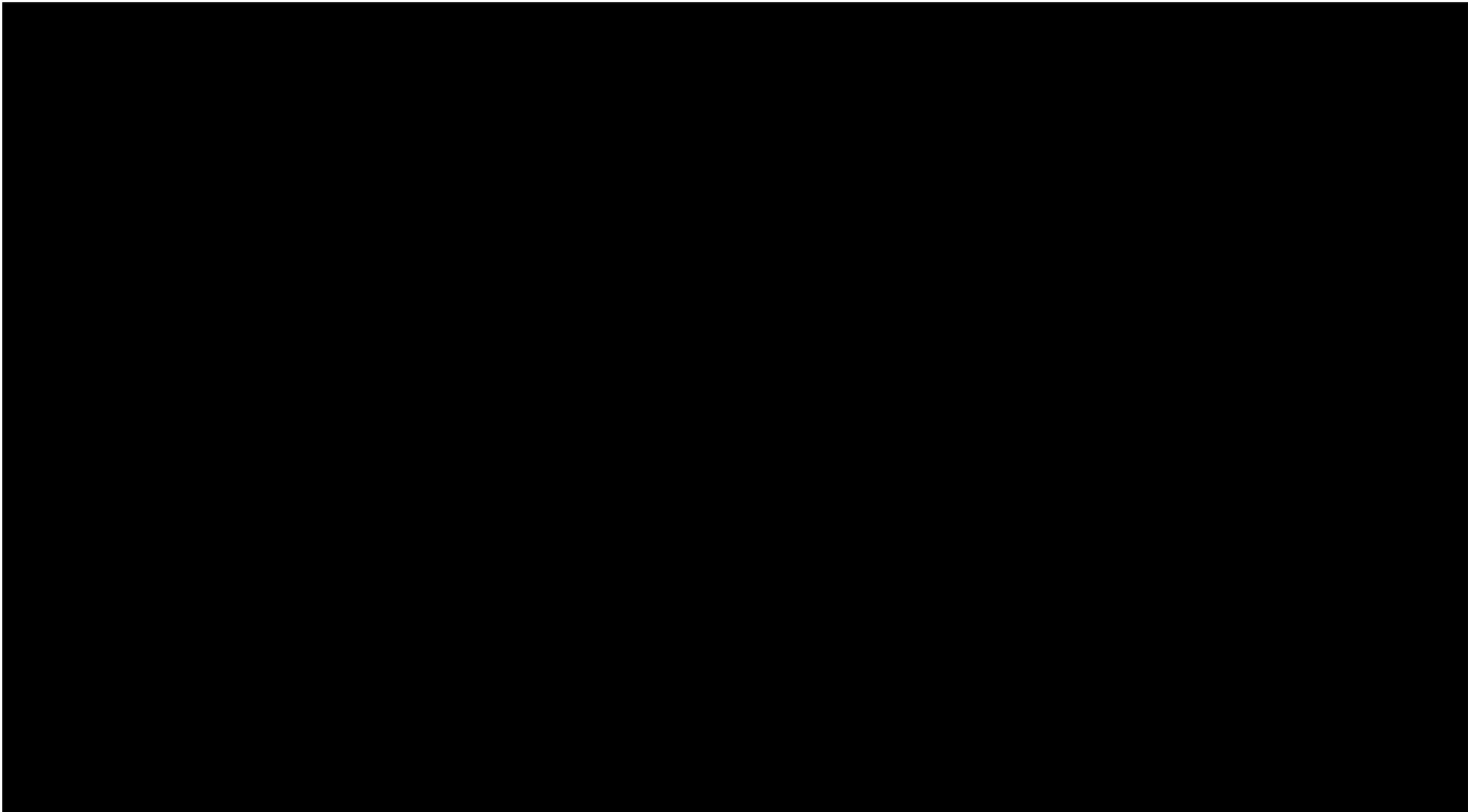
Through its ability to innovate and its forward-looking vision, CNES is helping to foster new technologies that will benefit society as a whole, focusing on:

- Ariane
- Sciences
- Observation
- Telecommunications
- Defence





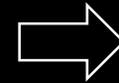






Agenda

1. Introduction and welcome



2. Lot_1 and Lot_2

- Description of service to be provided
- Presentation of the solution portfolio: satellites, teleport, configuration, etc.)
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- Module 1: Set-up of services
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- Service limitations: geographical areas with limited coverage, maximum data rate, etc.
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- SC extension

Discussion on points above

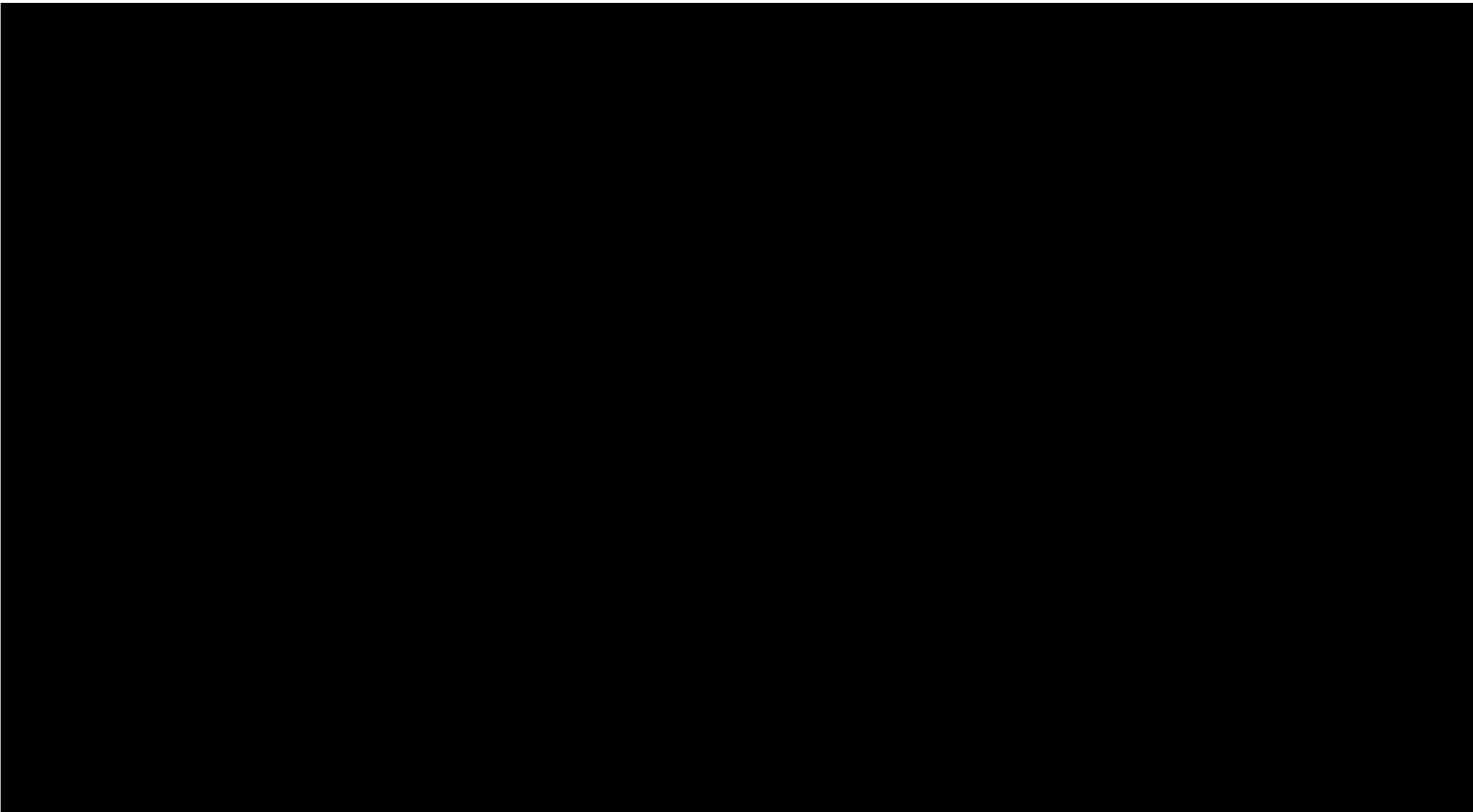
Coffee break

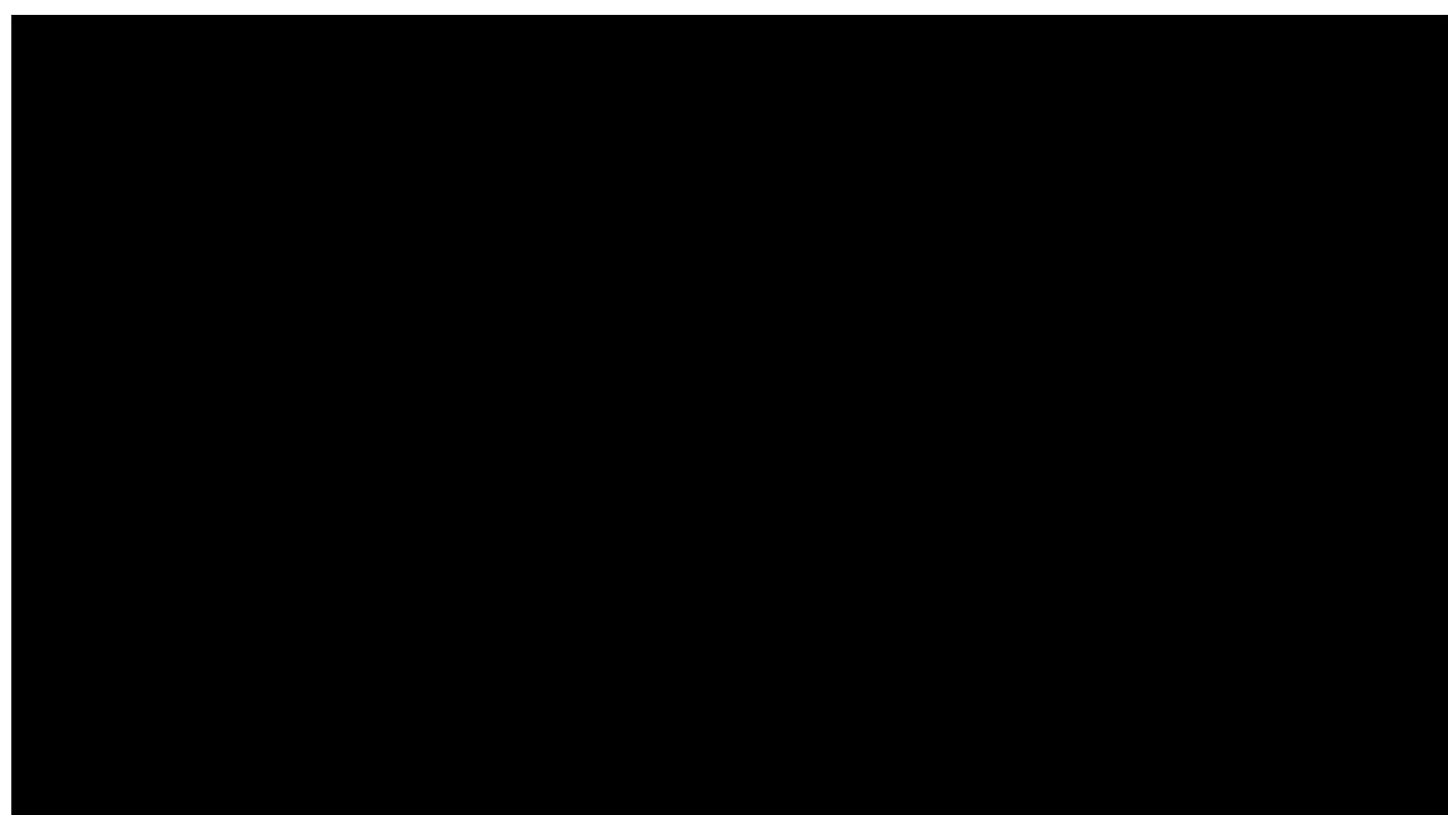
3. Lot_3

4. Conclusions

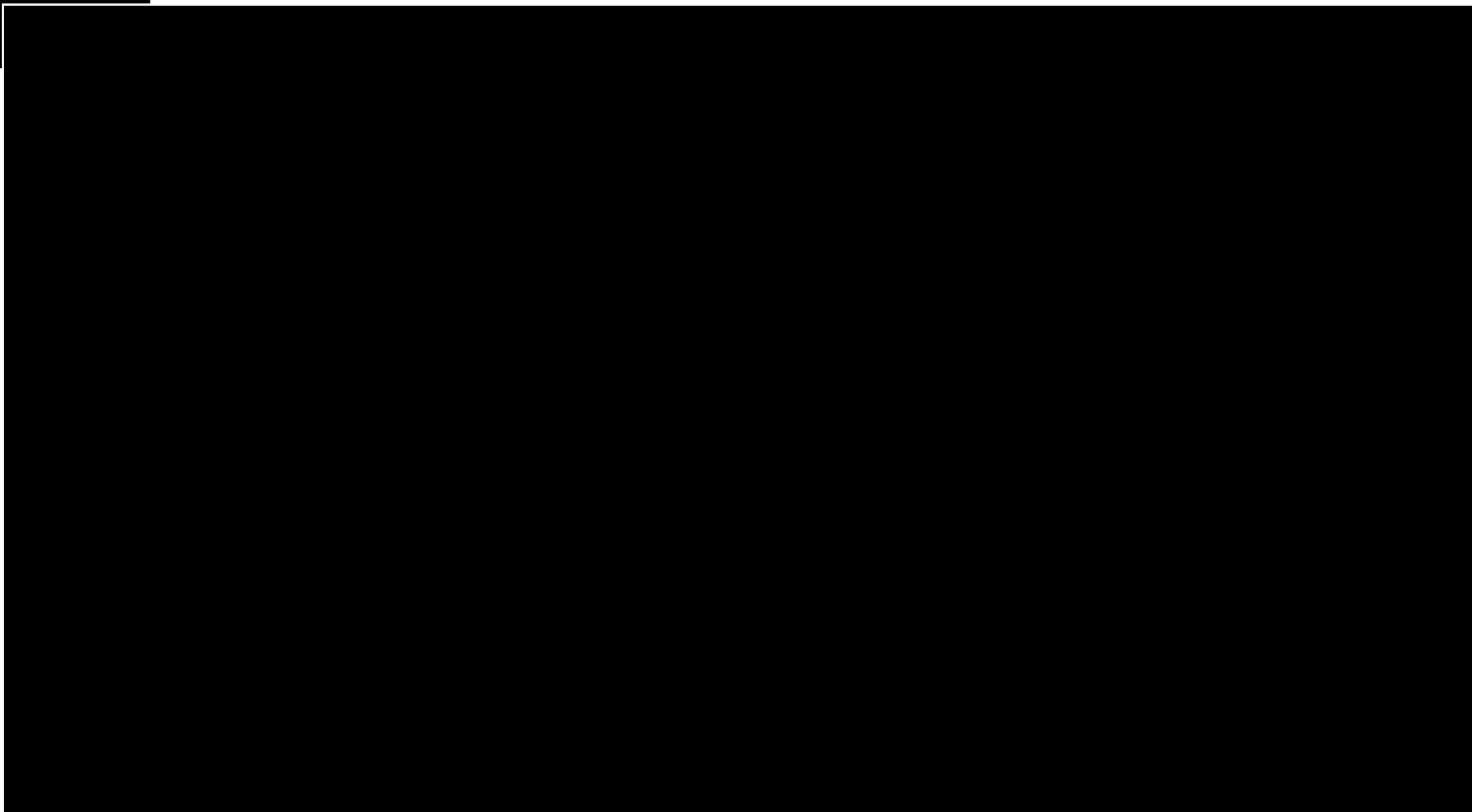
**Lot_1
and
Lot_2**



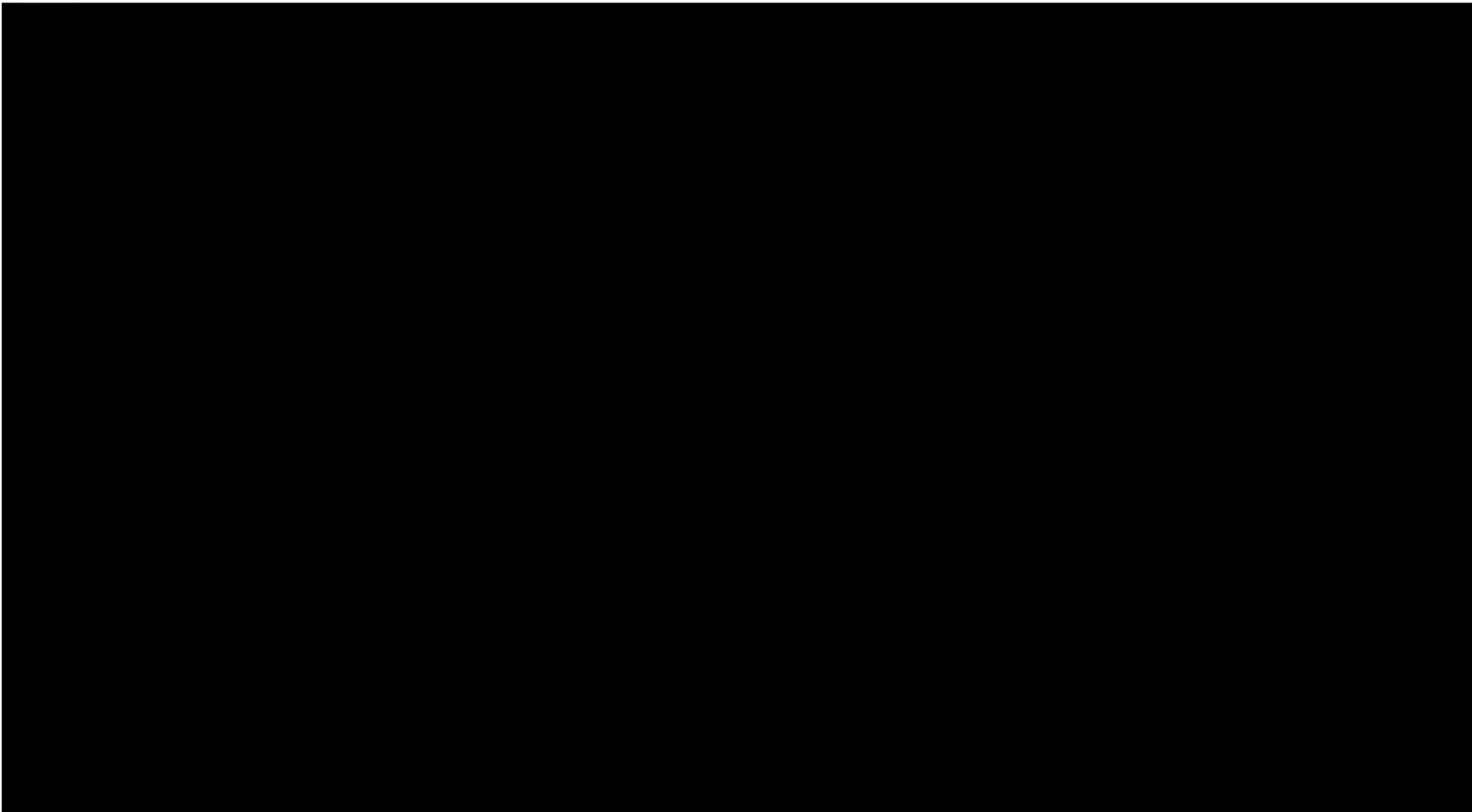


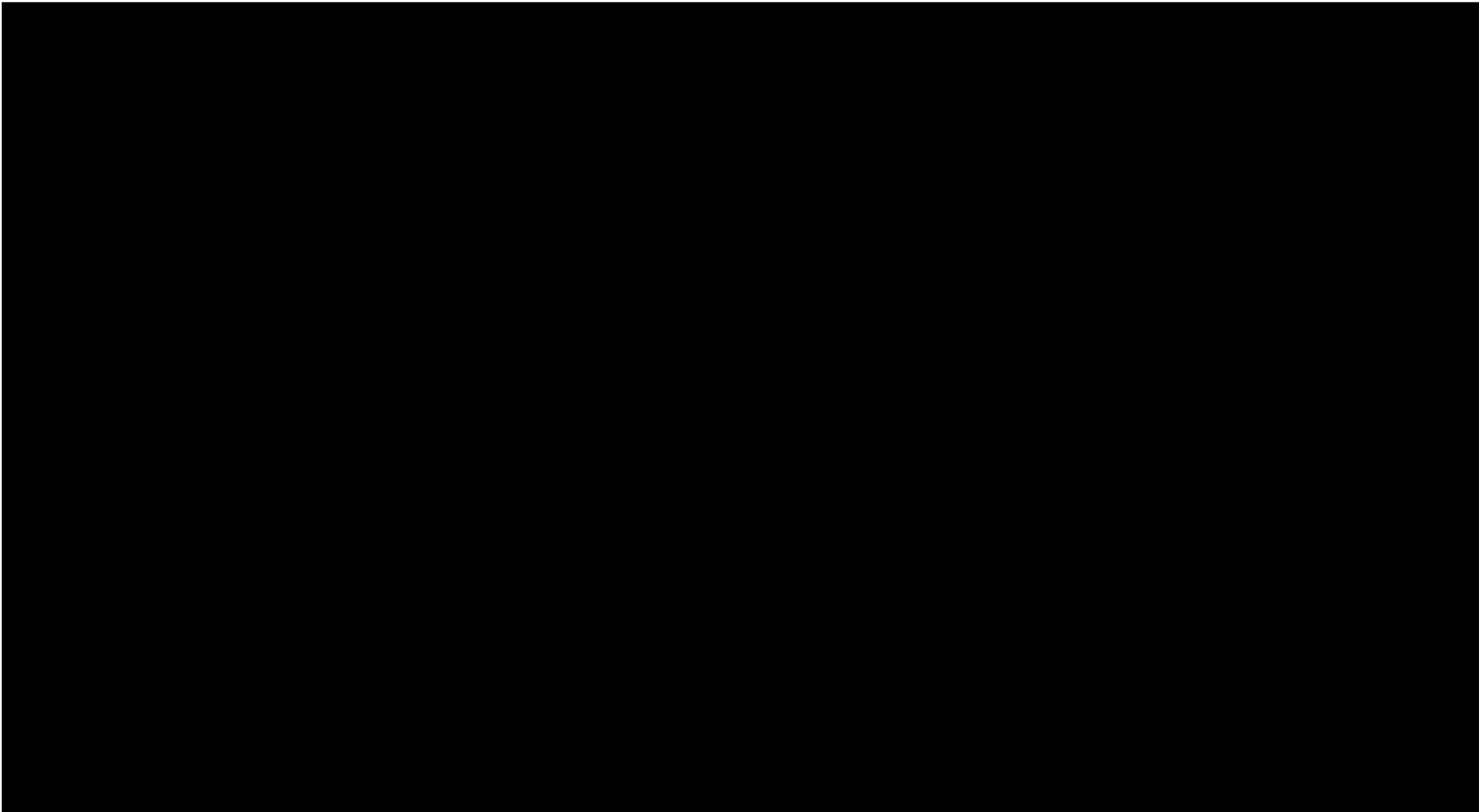


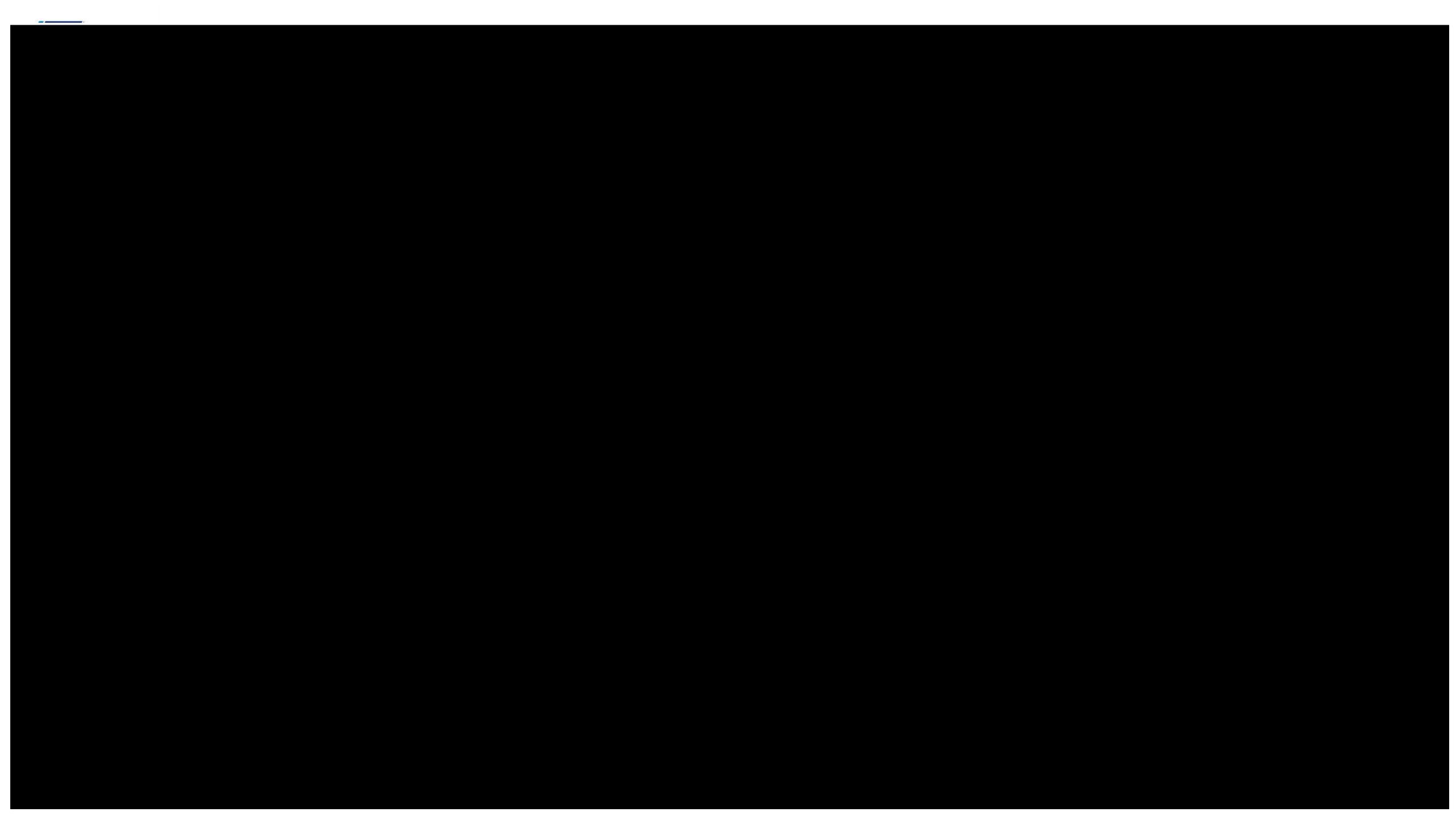


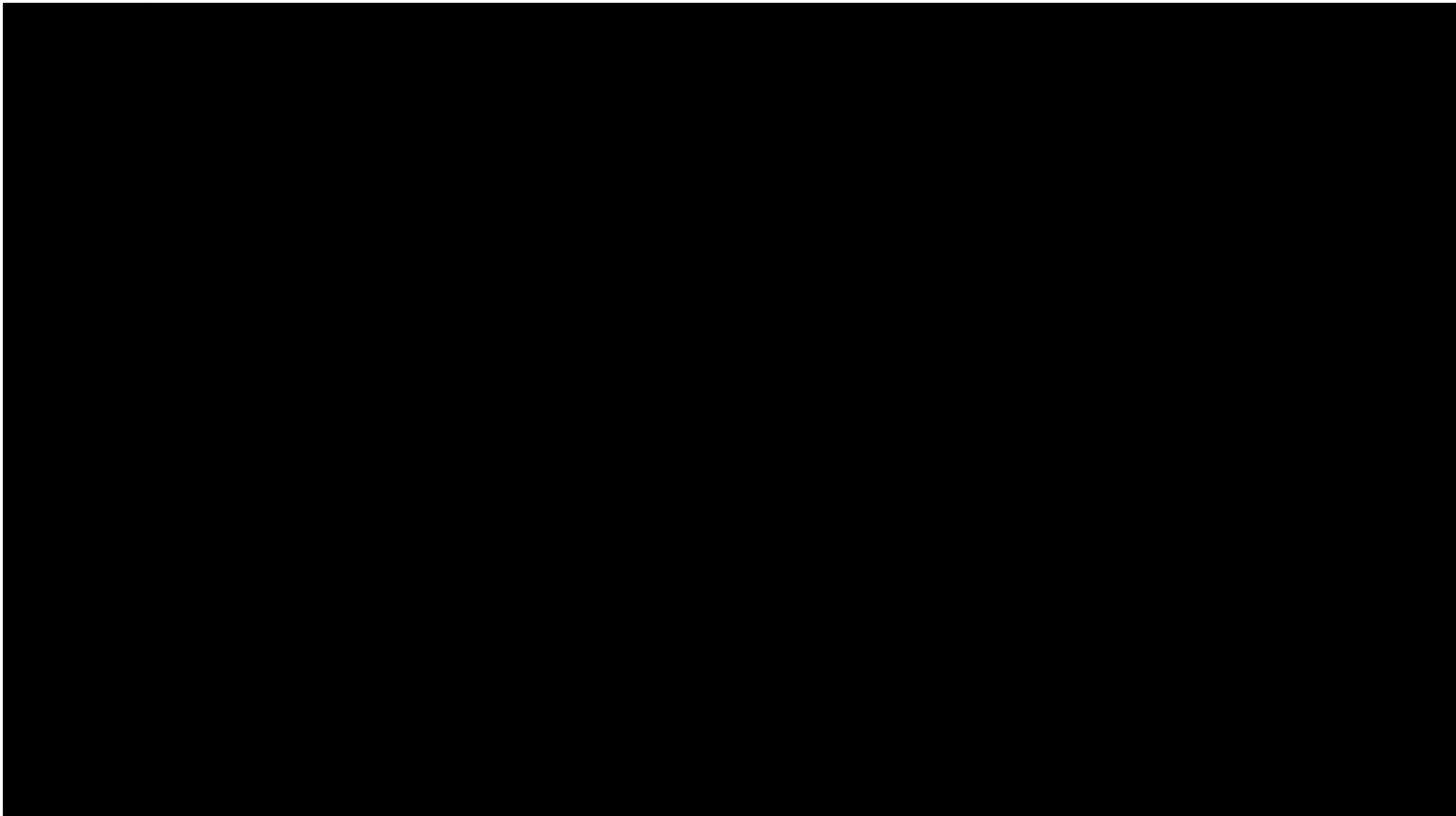


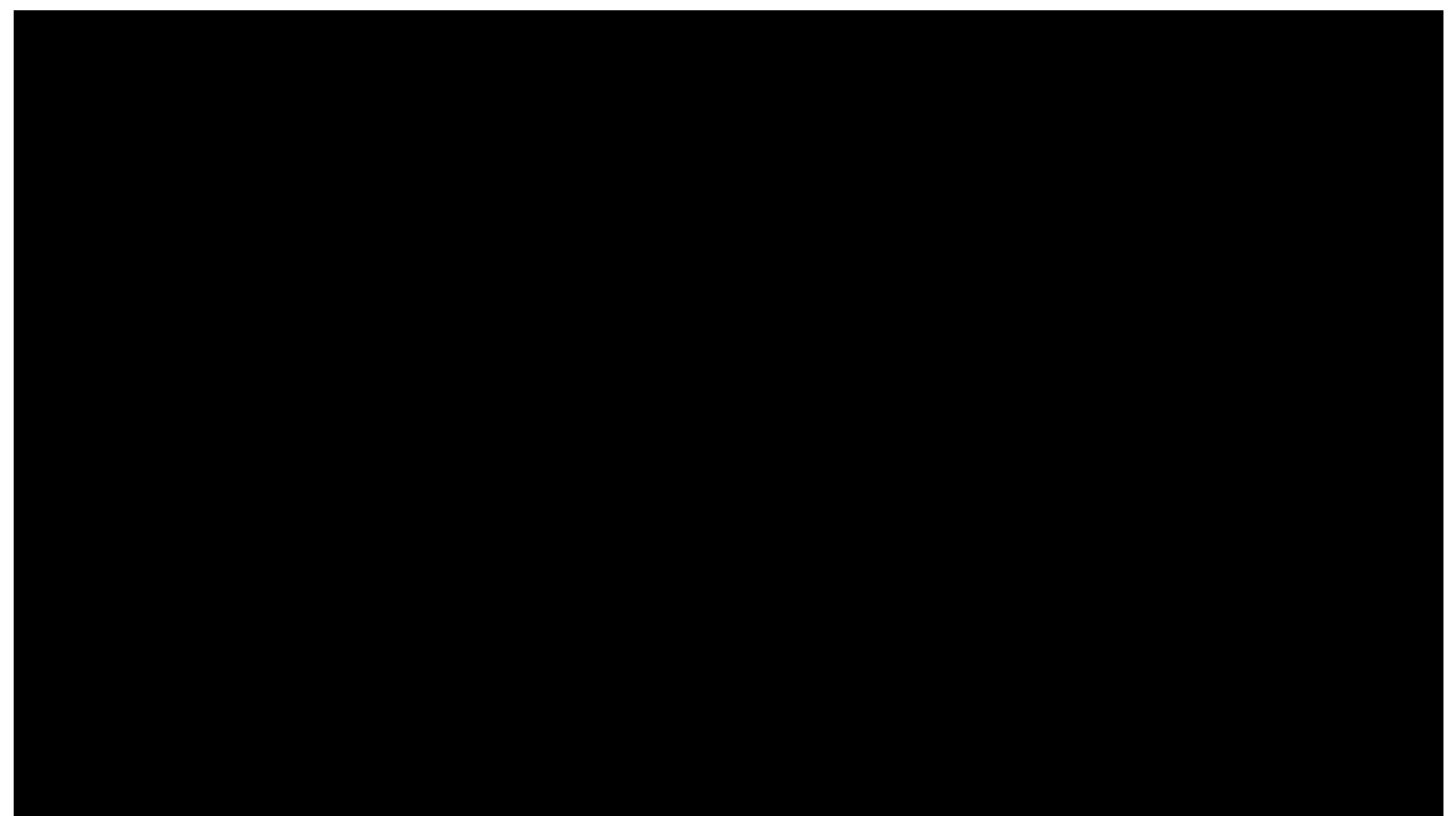


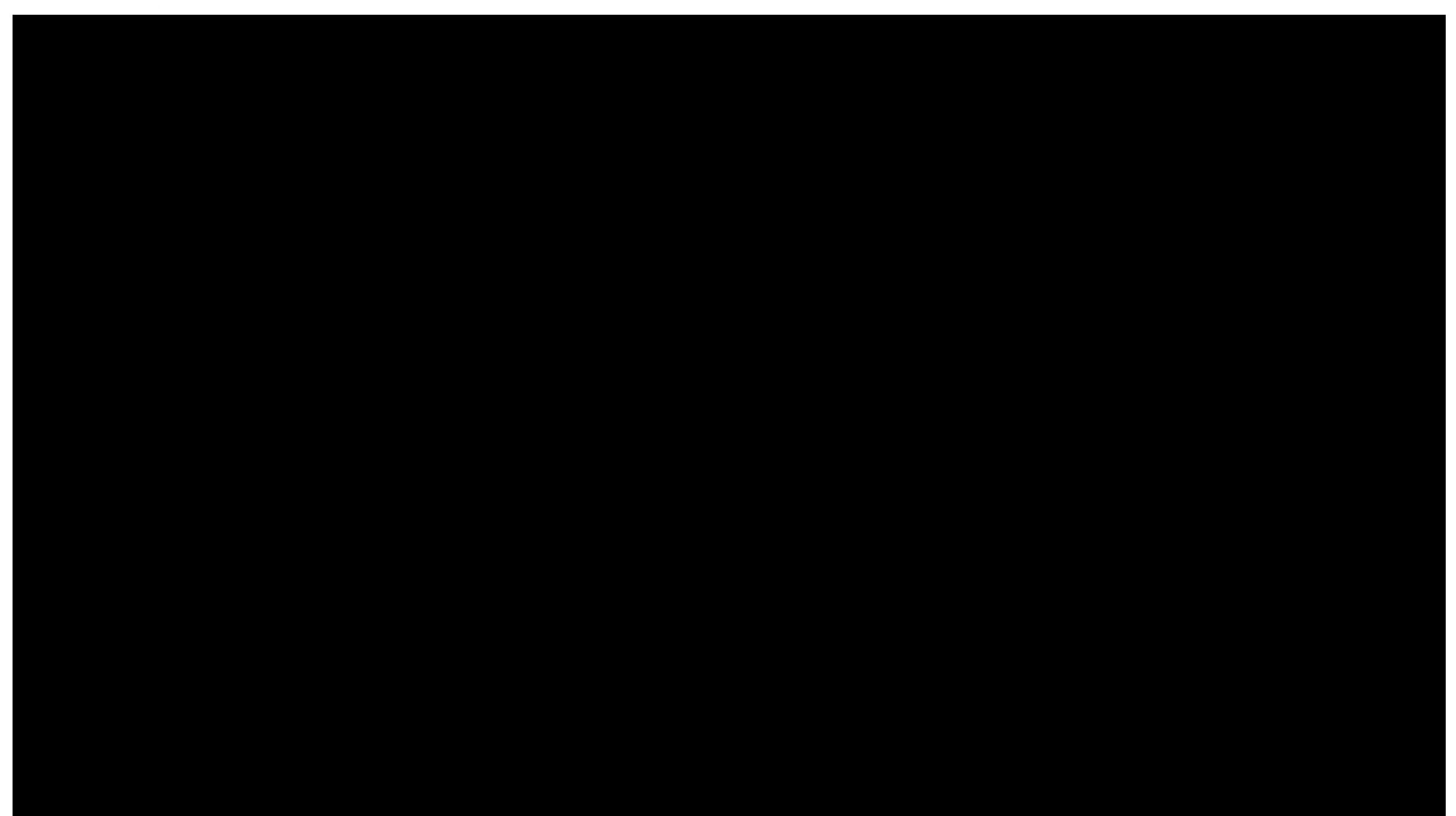






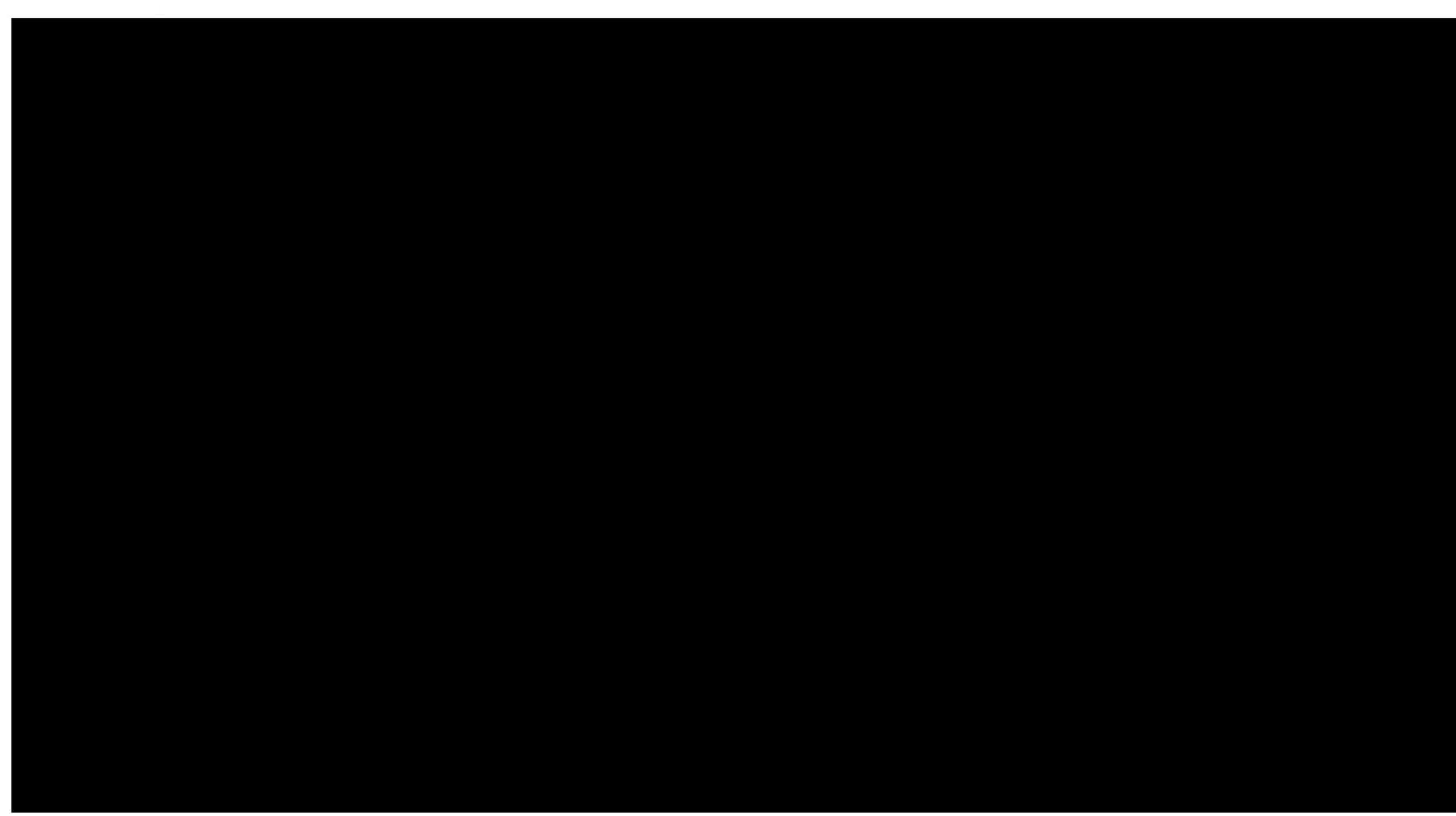


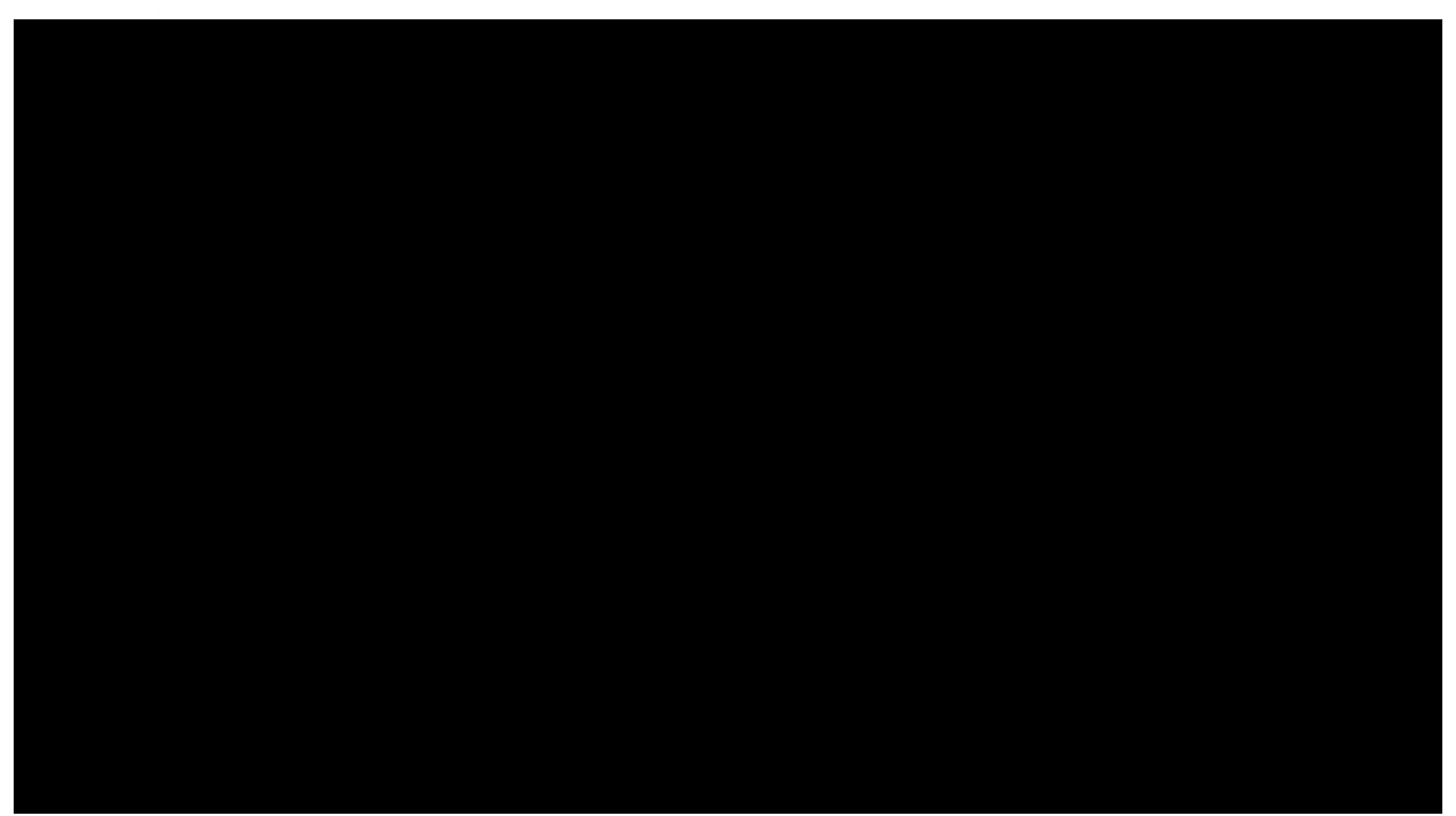






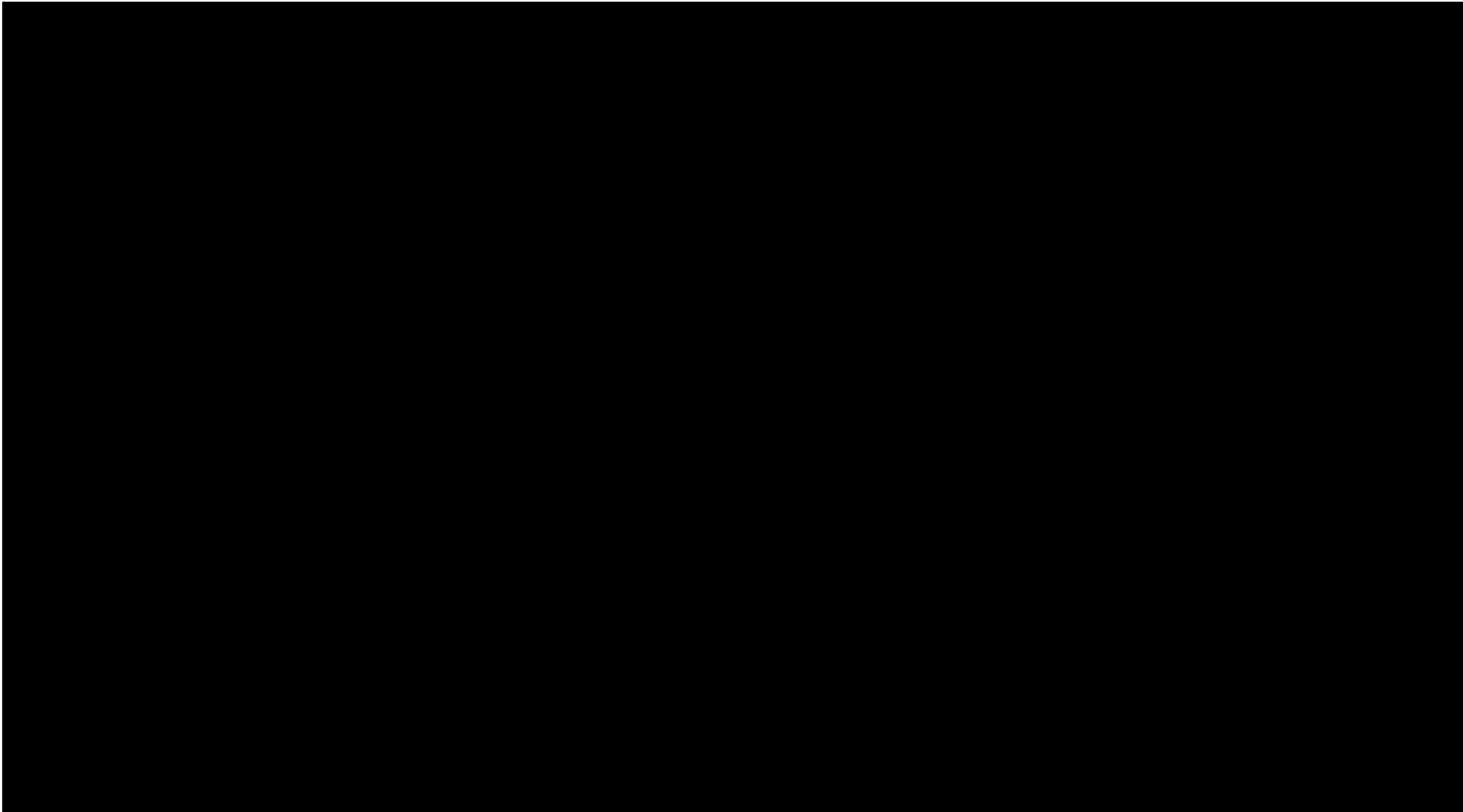












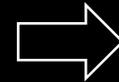


Agenda

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Discussion on points above

Coffee break

3. Lot_3

4. Conclusions





Agenda

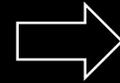
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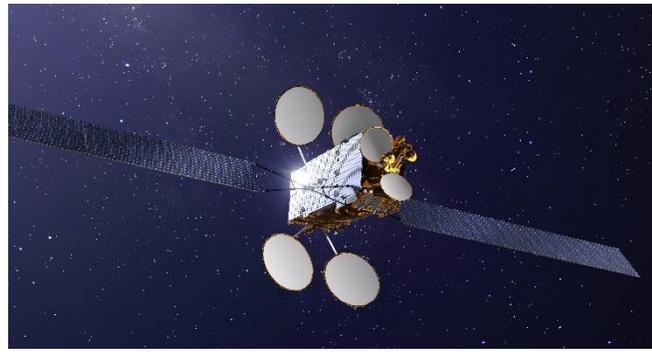
Coffee break



3. Lot_3

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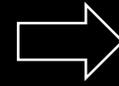




Agenda

1. Introduction and welcome

2. Lot_1 and Lot_2



Project Management

- Deliverables milestones and schedule
- Project Management Plan and description of work breakdown structure and tasks to be performed (WPs and WP managers)
- Follow-up the contract: EMSA and Telespazio points of contact, working procedures, common project management and document repository

Discussion on points above

QA, Risk Management, Liabilities

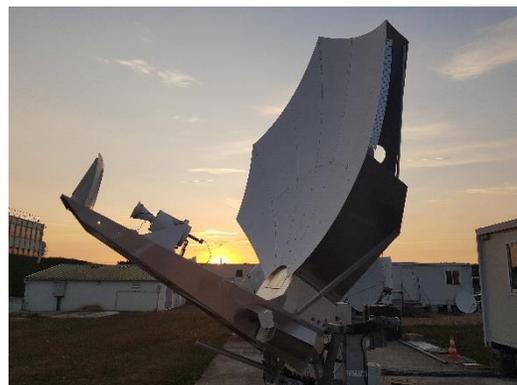
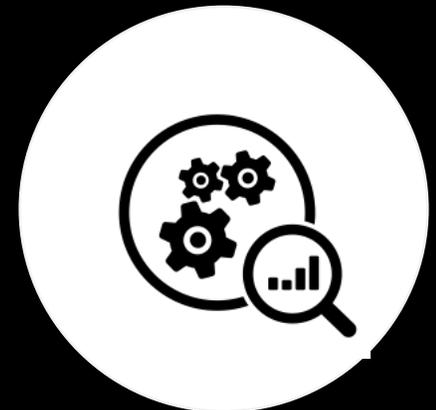
- Quality Assurance Plan
- Documentation and records control
- Risks of the contract and mitigation plan
- Service boundaries
- Liabilities and the associated insurance pattern

Discussion on points above

Lunch break

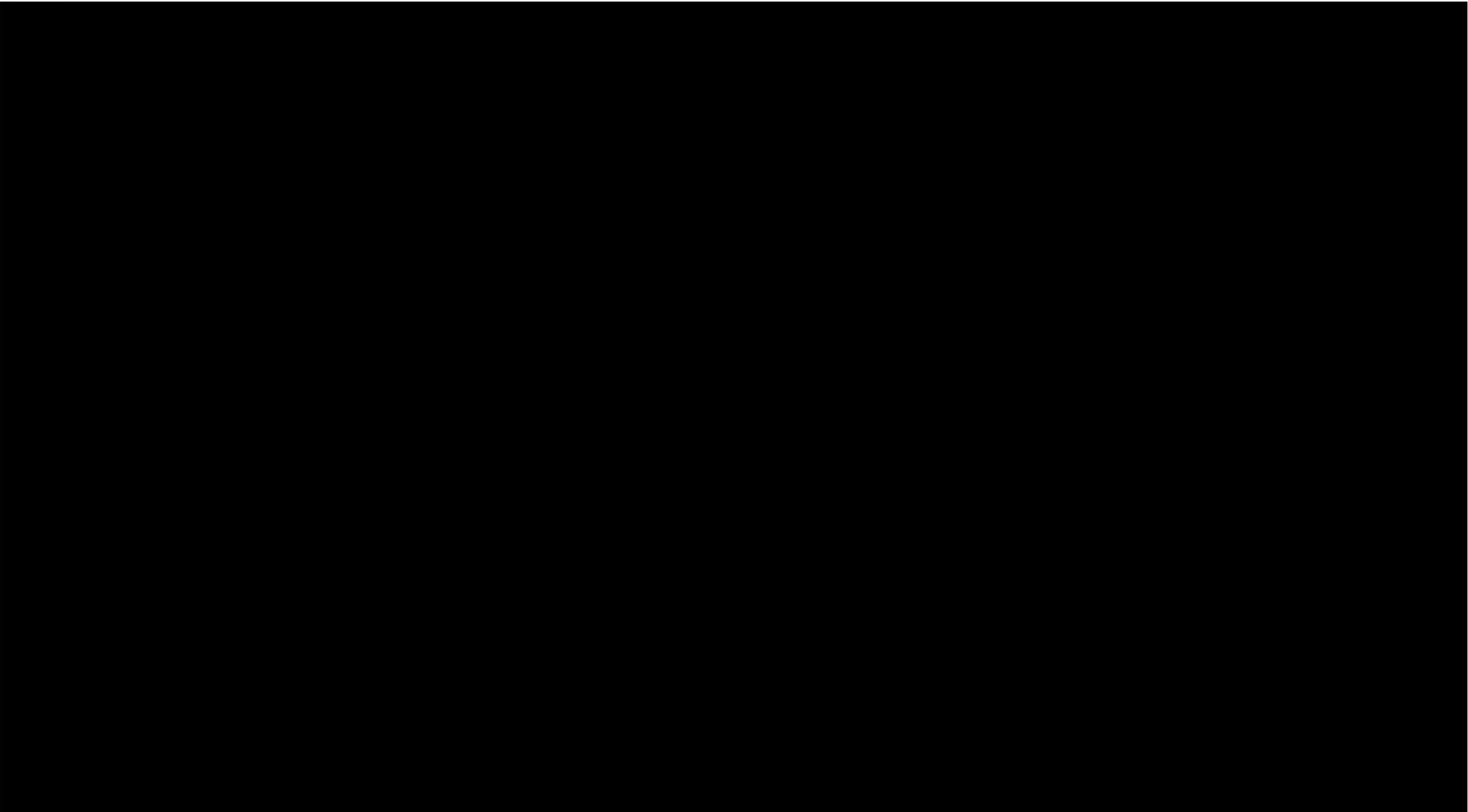
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4. Conclusions





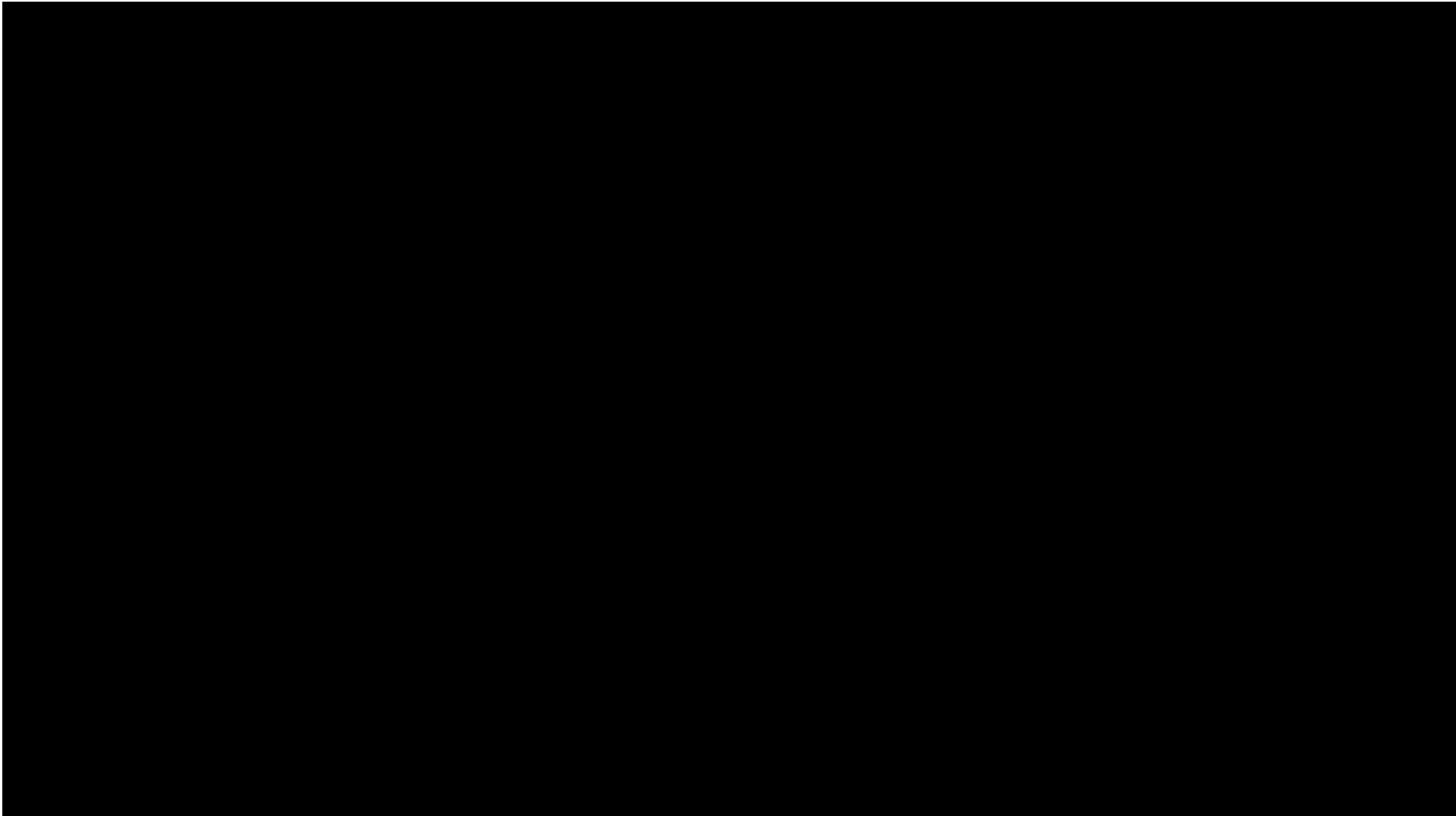




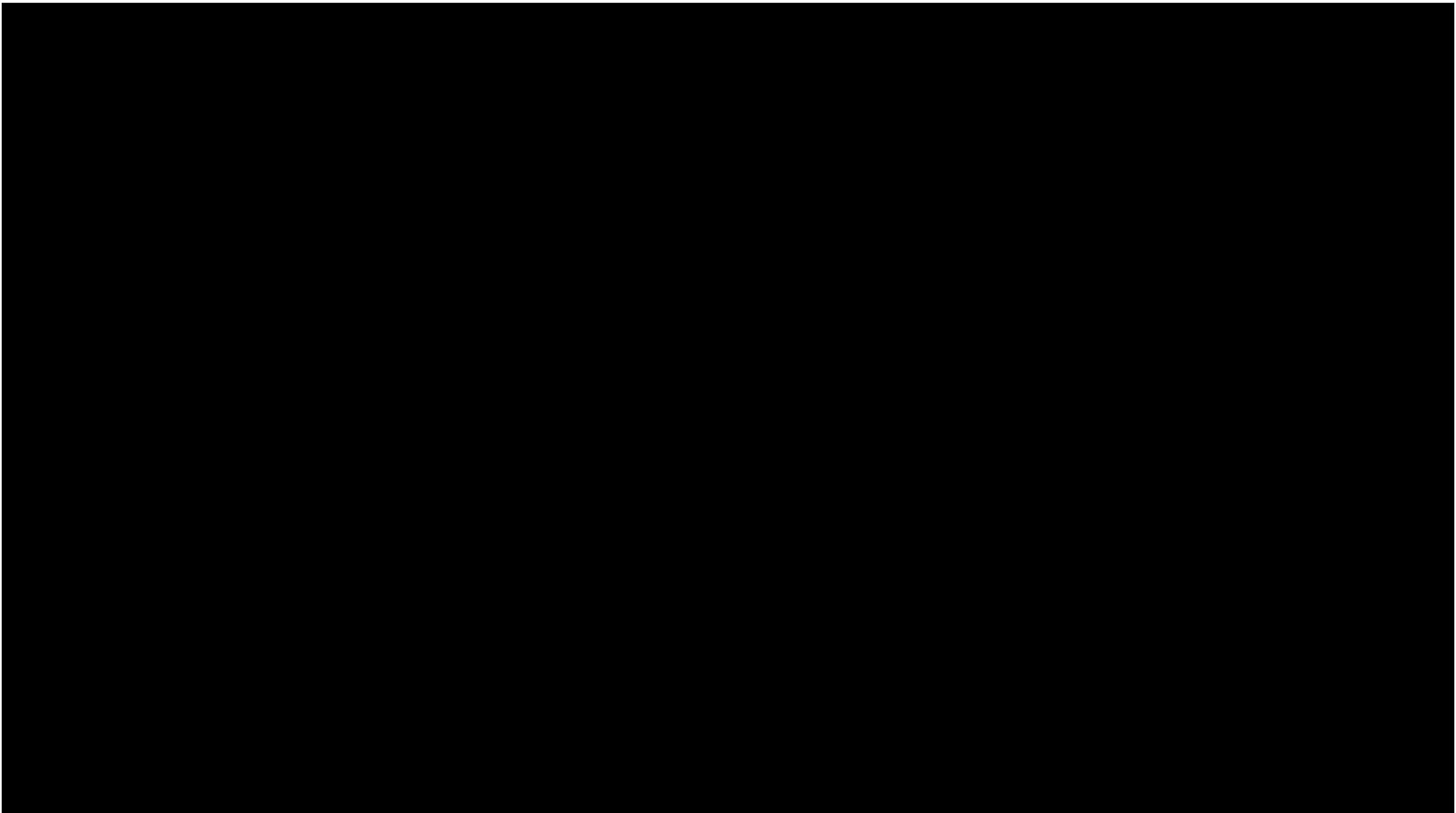


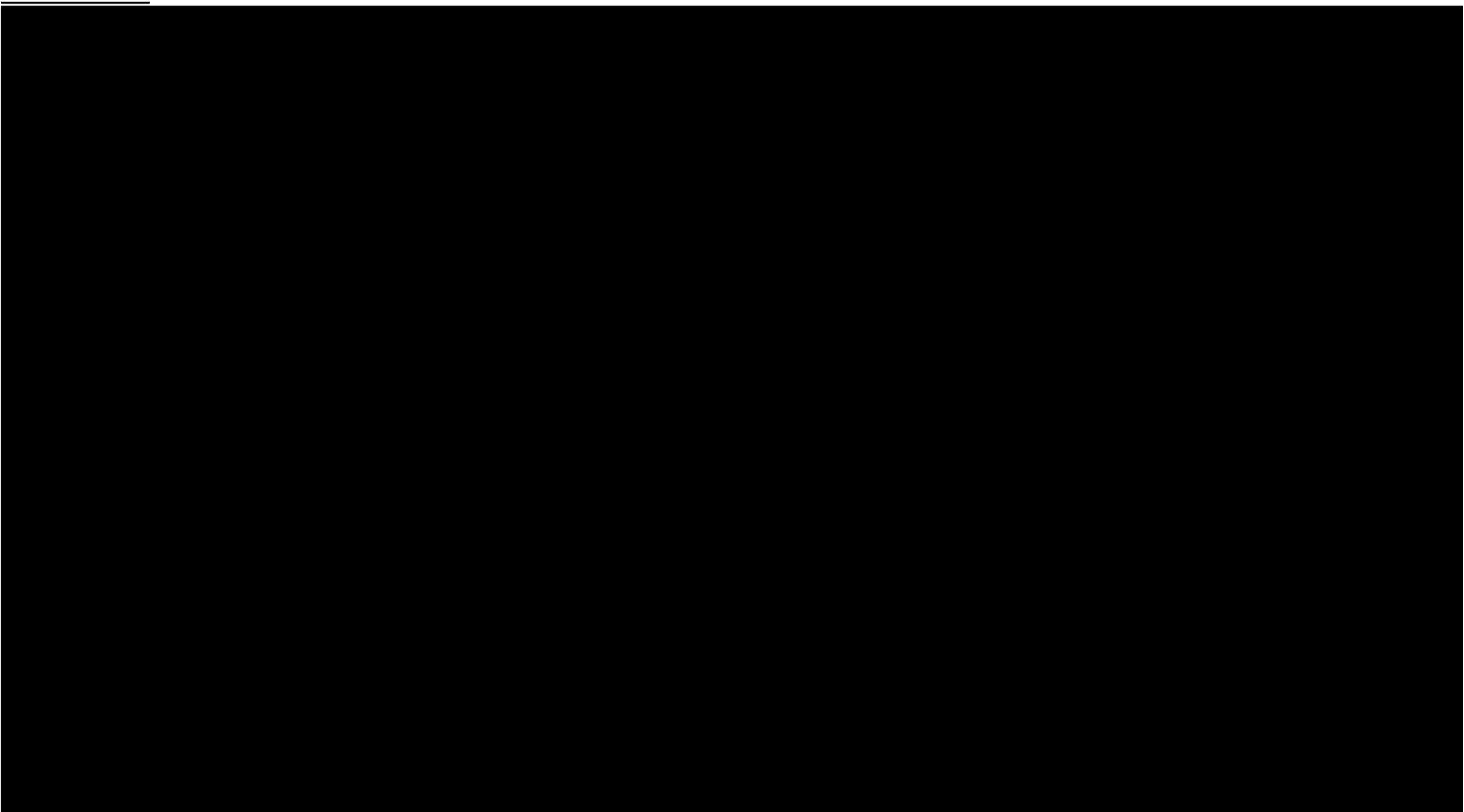


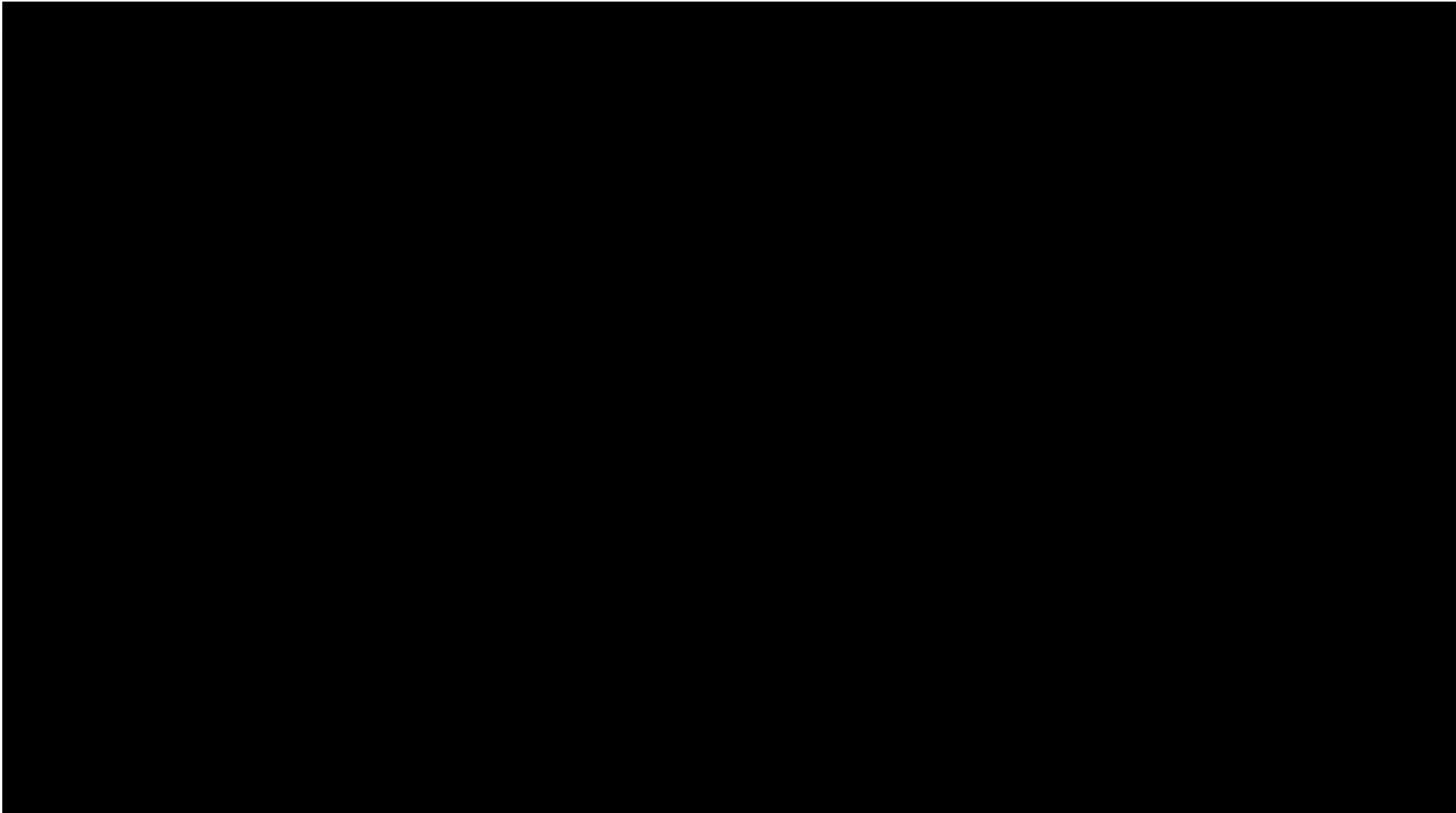


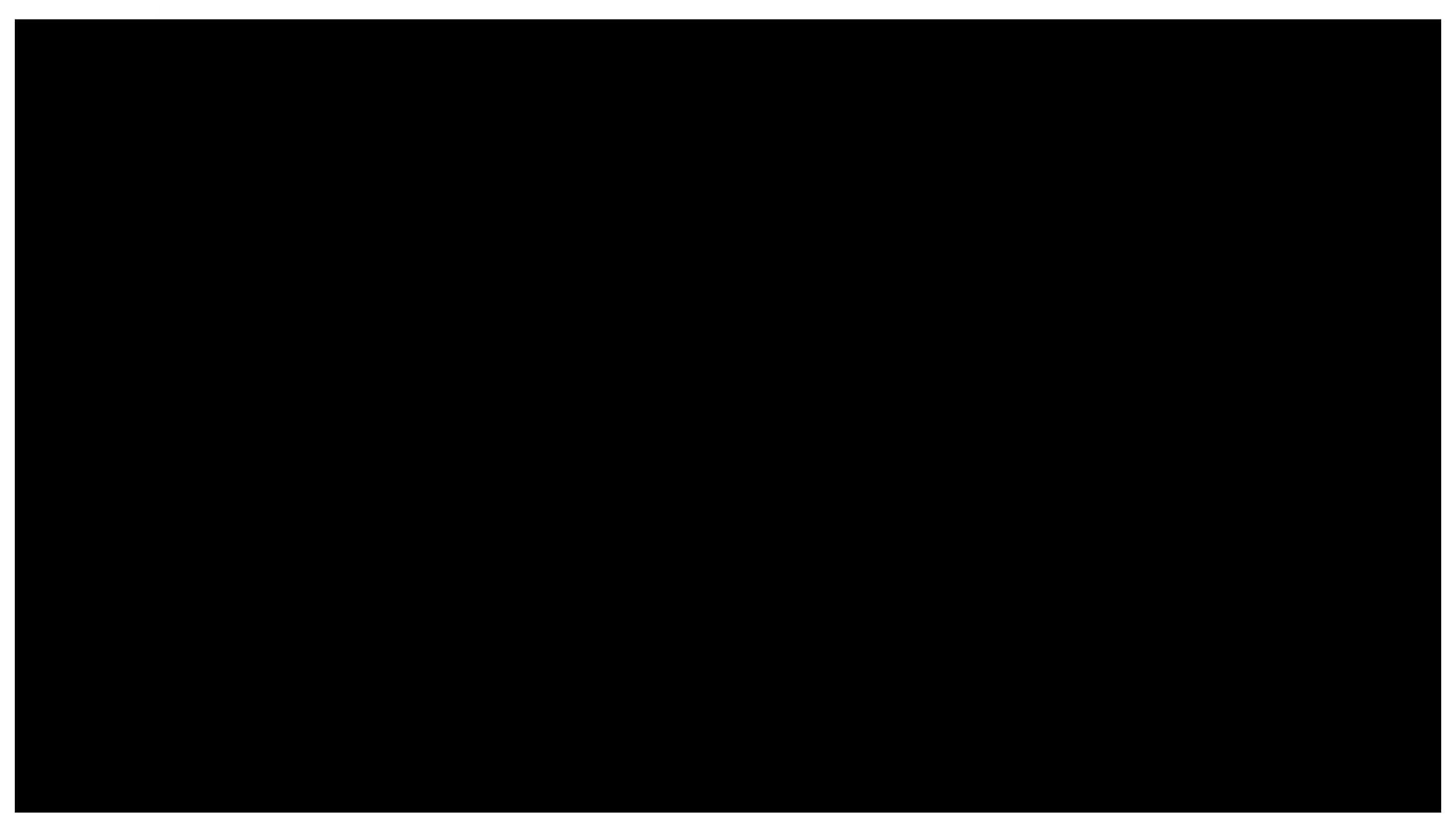


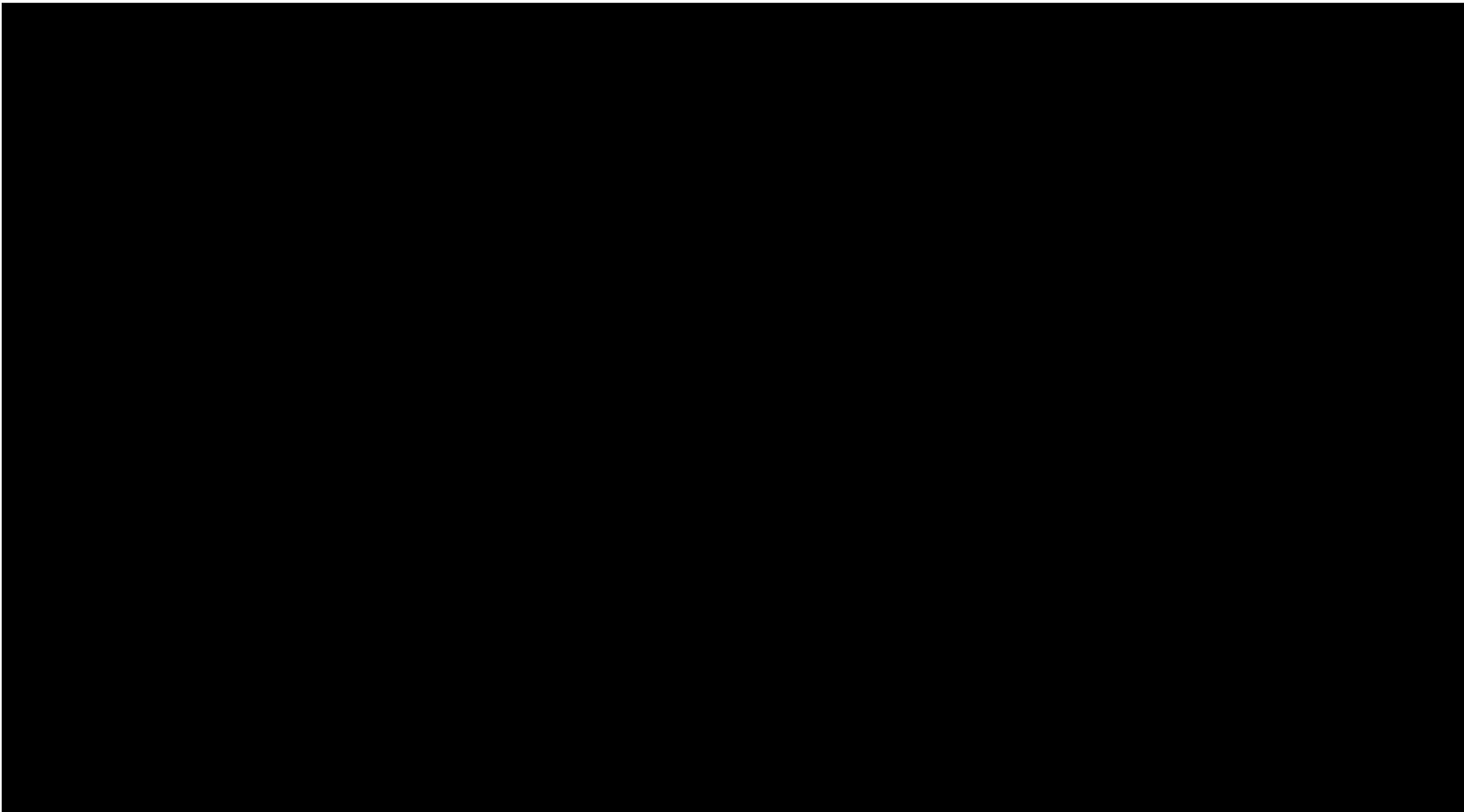
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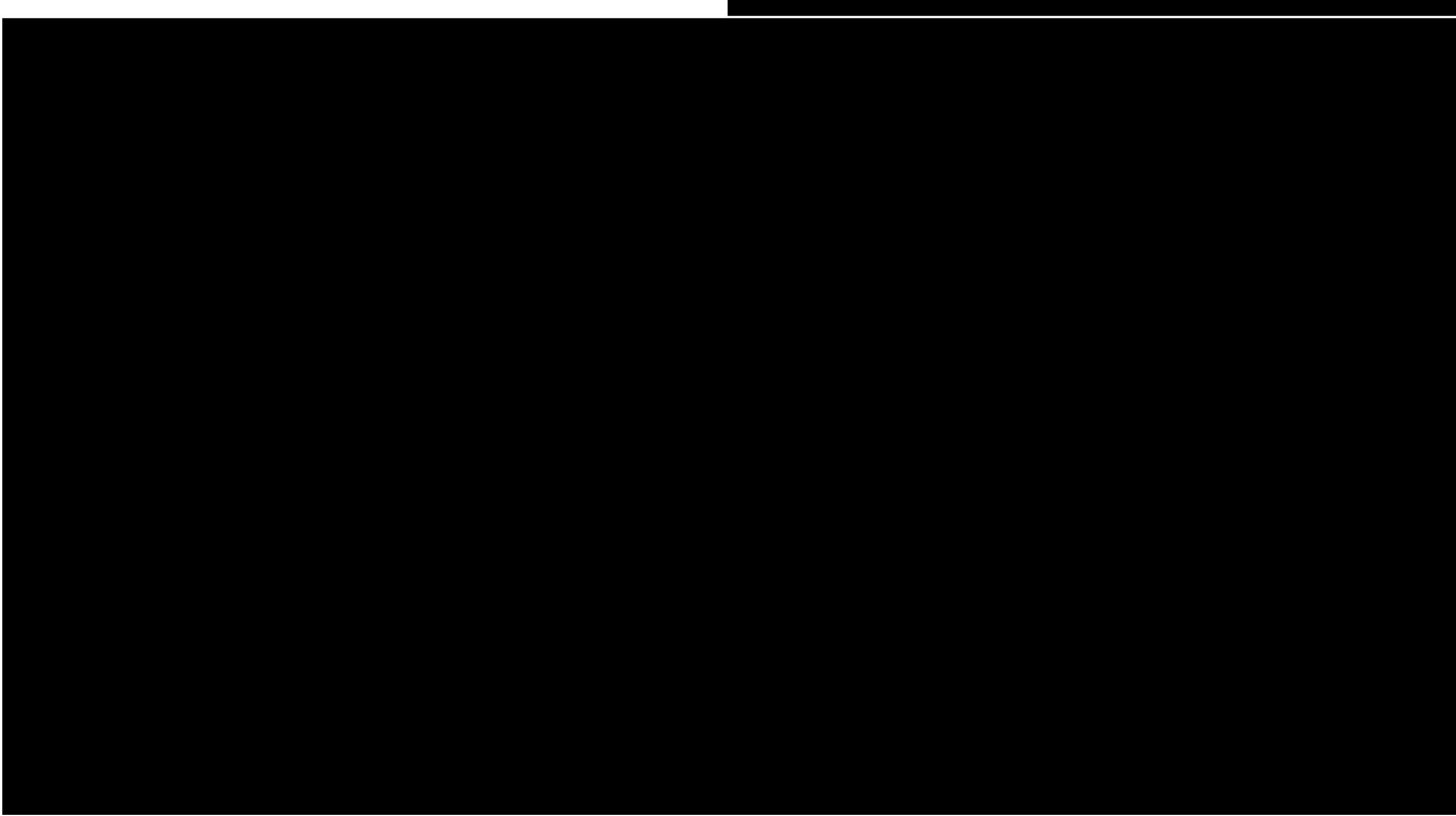


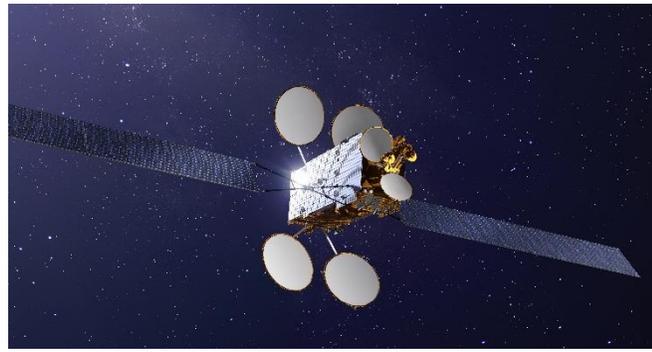












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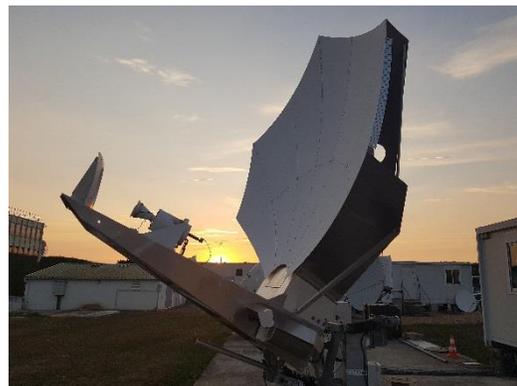
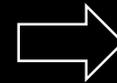
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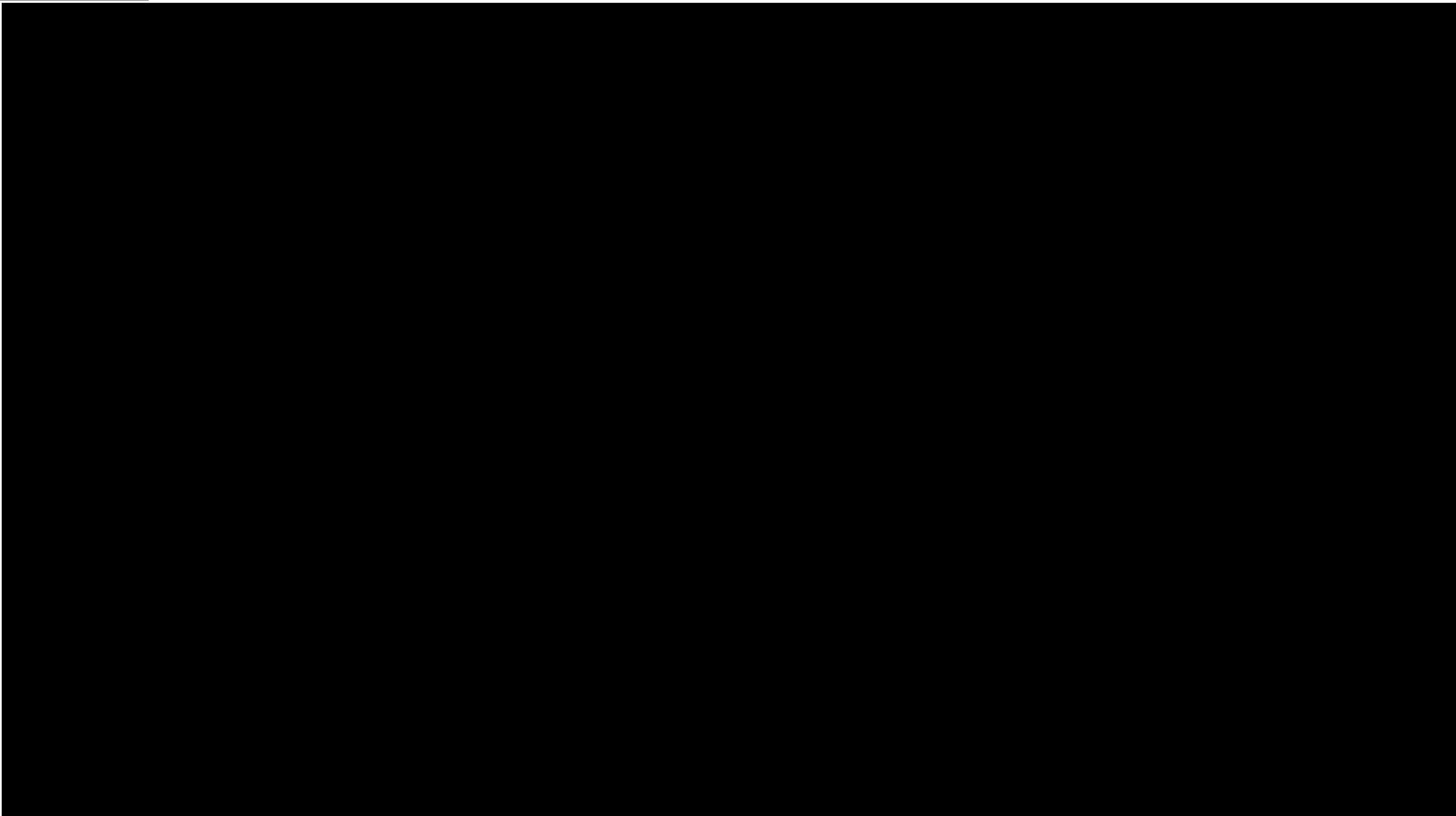
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Lunch break

3. Lot_3

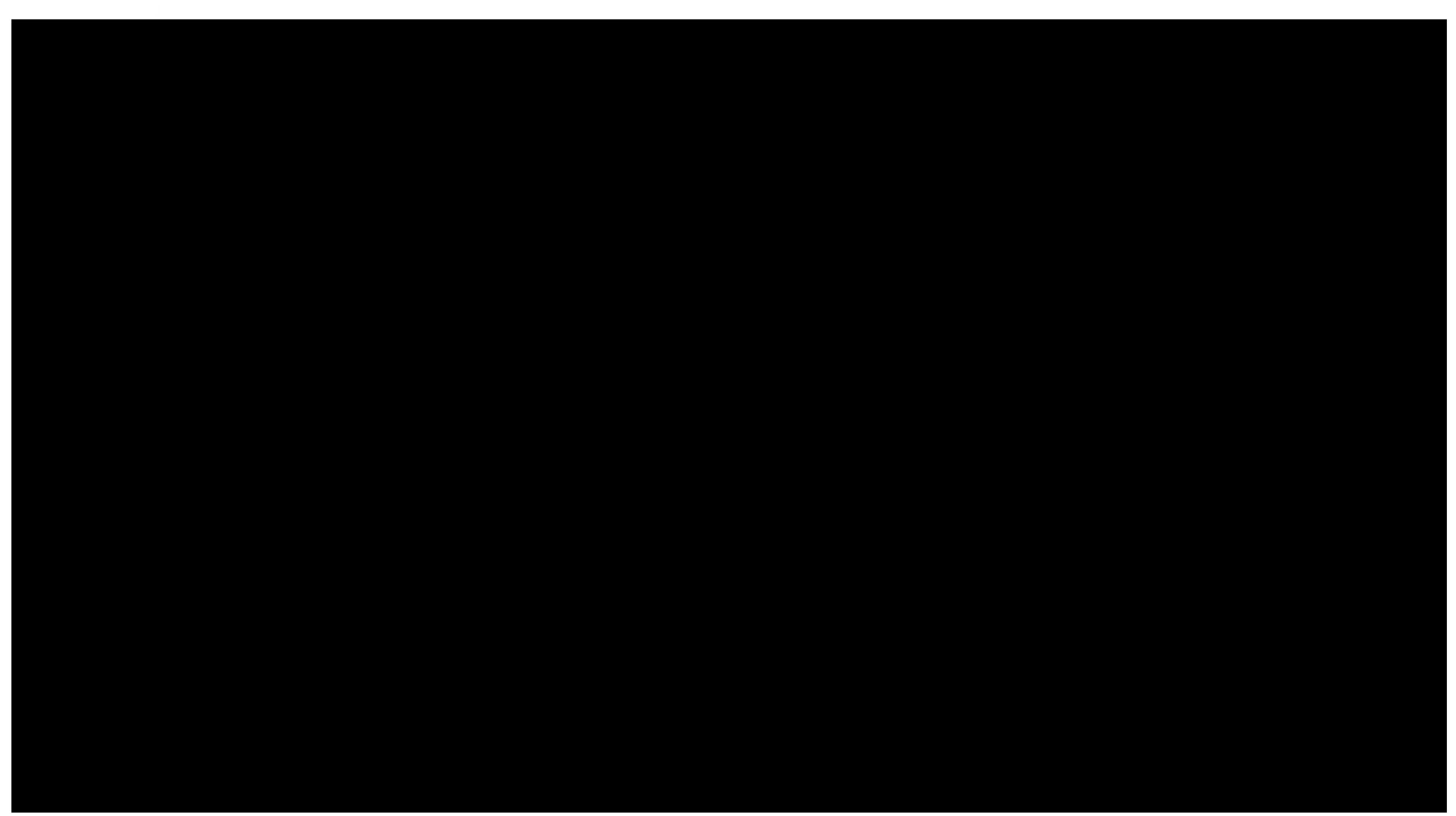
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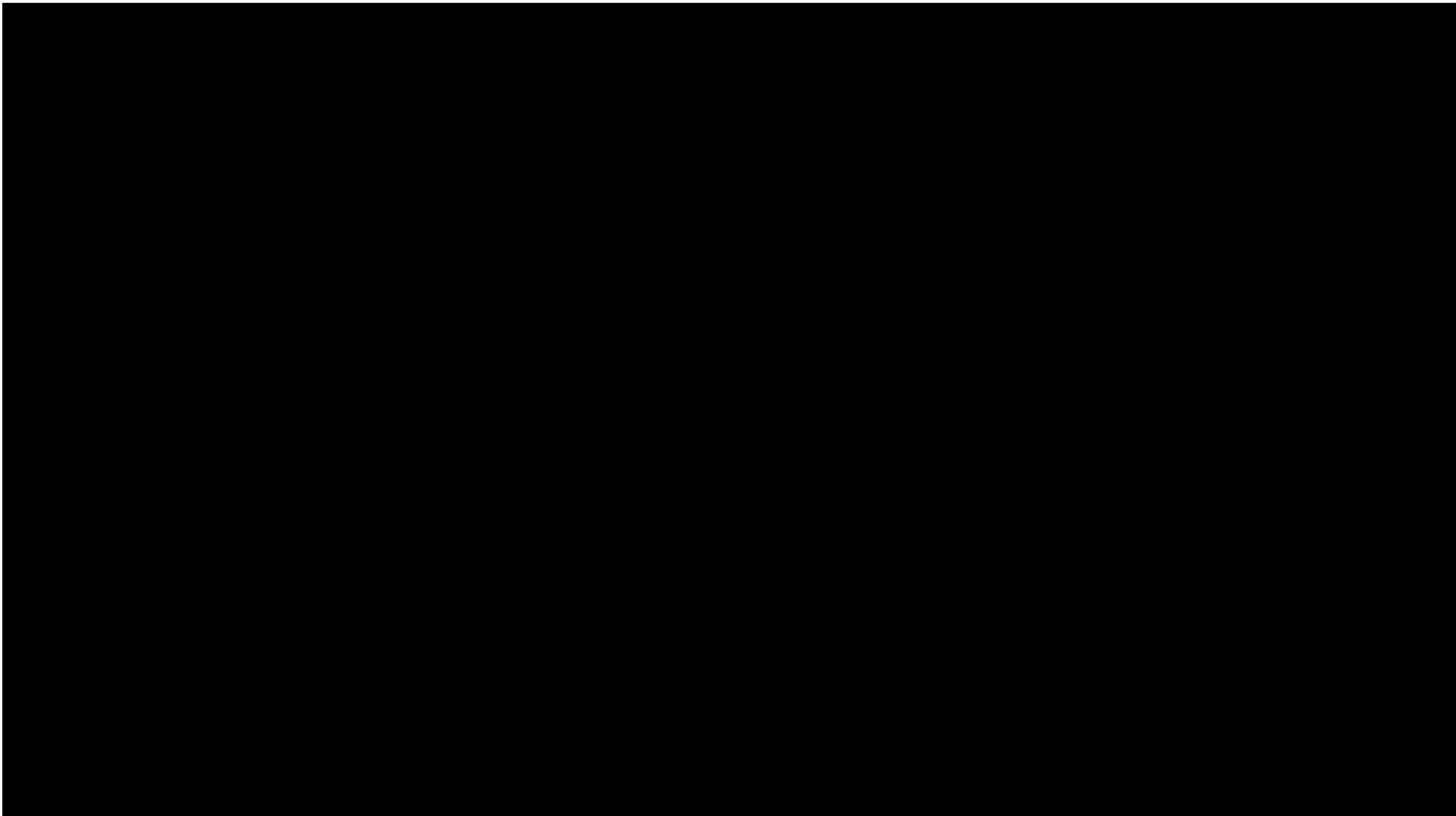






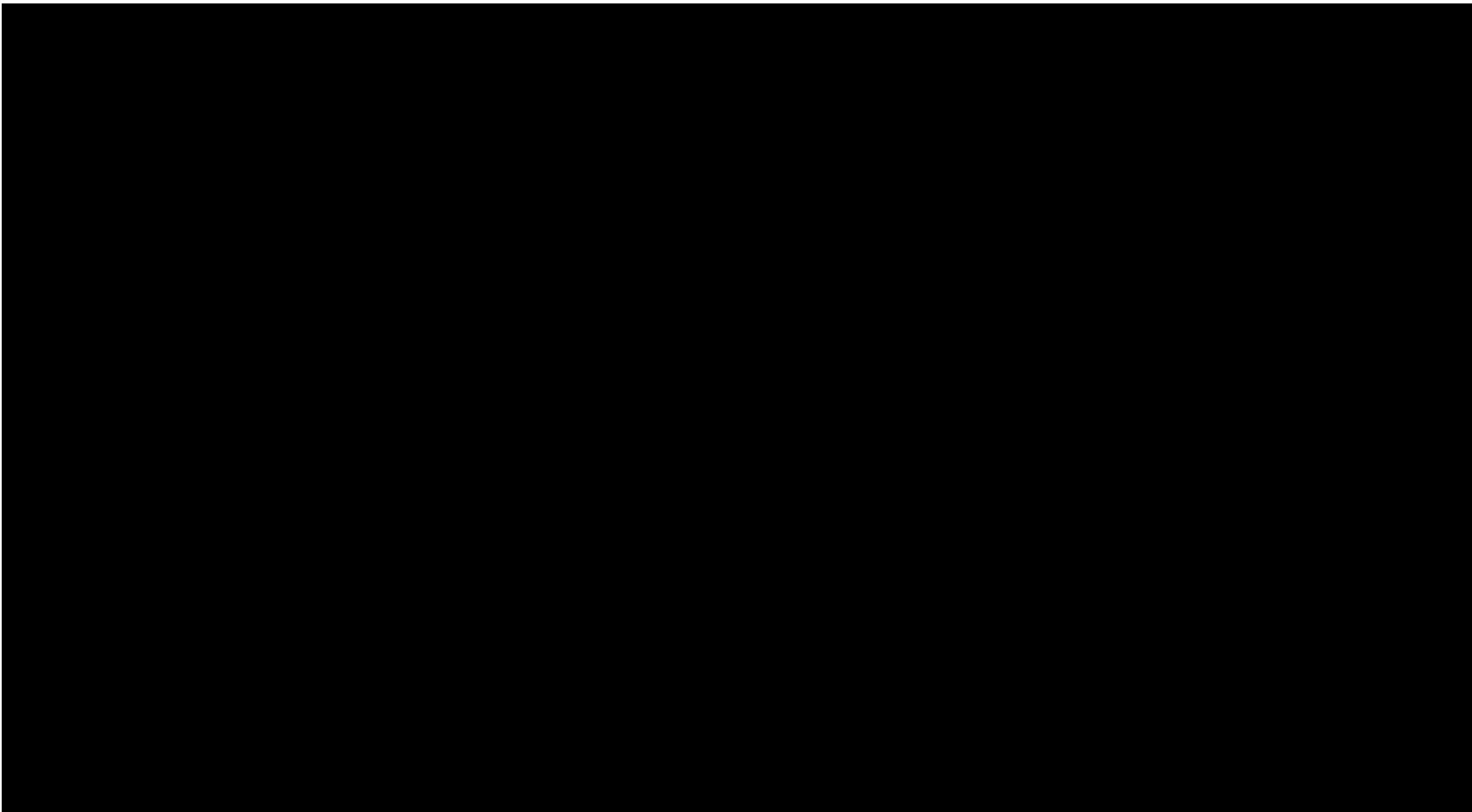


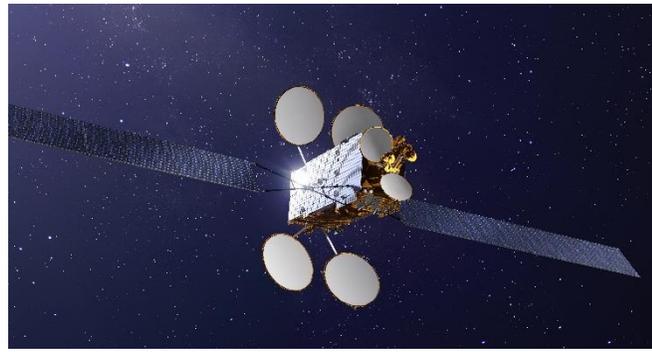












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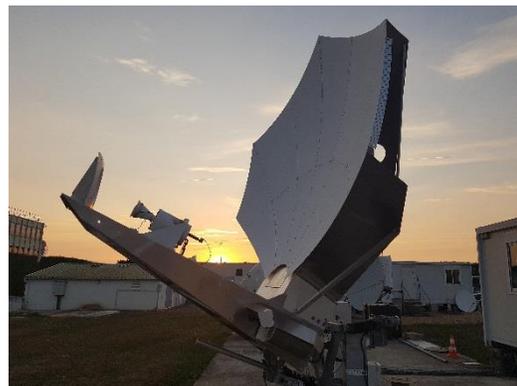
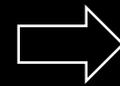
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4. Conclusions





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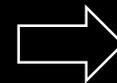
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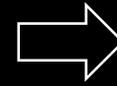




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- Description of service to be provided
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- Module 4: VSAT leasing
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Lot_3

